

Contract ID#: H62456

CLPW15000020

Department: Public Works**CF (Capital)****E105-15 CF****Contract Details**SERVICE Traffic Signal Expansion DesignNIFS ID #: CFPW100000005 NIFS Entry Date: 4/24/15 Term: from 5/6/2010 to 12/31/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> # <u>1</u>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>

**Agency Information**

Vendor	
Name: VHB	Vendor ID# 043472601 -02
Address 100 Motor Parkway Hauppauge, NY 11788	Contact Person Scott Spittal  Phone (631) 787-3400

County Department
Department Contact Jeff Lindgren
Address 1194 Prospect Ave, Westbury
Phone (516) 571-6998

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> Contractor Registered <input type="checkbox"/>	4/24/15	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	6/24/15	[Signature]	
	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	4/30/15	William Cote	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
5/7/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	5/8/15	[Signature]	
5/8/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	5/8/15	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	5/19/15	Cynthia A. DeRuiter	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
5/19/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	5/19/15	[Signature]	



## Contract Summary

<b>Description:</b>
<b>Purpose:</b> The purpose of this contract amendment is to extend the existing contract for the design of the Traffic Signal Expansion Phase 6 project. This is a no cost time extension amendment.
<b>Method of Procurement:</b> A Request for Proposals advertisement was placed for a four week period for the original contract. VHB was chosen the most technically qualified by a review team of 6 Public Works Engineers.
<b>Procurement History:</b>
<b>Description of General Provisions:</b> This project was originally awarded on May 6, 2010 with an expiration date of March 1, 2012. Due to a number of factors that delayed the completion of this project, this Department is now requesting that we extend the end date of the contract to December 31, 2016 in order to complete the project.
<b>Impact on Funding / Price Analysis:</b> Funding for this project is included in the County's capital plan. The construction portion of this project is paid for with 80% funding from the Federal Highway Administration.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Given the overall benefit of this project and the impact on public safety, it is recommended that this contract be amended as proposed.

## Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	456
Object:	
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$0</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP / 62-456	\$ 0.01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$0</b>

Document Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>5/19/15</i>
Date	Date	(For Office Use Only)
		<b>E #:</b>

Capital Project	Project Detail	Fund	Document Number	Encumbrance	Current	Paid Amount	Balance	Retainage	Contract Start Date	Vendor ID	Vendor Name
62454 FSA		CAP	CFPW08000034	\$ 0.01	\$ 0.01	\$ -	\$ 0.01	\$ -	20140415	43472601	VHB ENGINEERING, SURVEYING AND LANDSCAPE
62454 FSA		CAP	CFPW11000034	\$ 674,000.00	\$ 672,038.03	\$ 1,961.97	\$ -	\$ -	20141006	43472601	VHB ENGINEERING, SURVEYING AND LANDSCAPE

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. for design services in relation to a Traffic Signal Expansion Project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to agreement with VHB Engineering, Surveying and Landscape Architecture, P.C.

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** April 22, 2015

**SUBJECT:** Amendment for Extension of Time  
Traffic Signal Expansion Phase 6  
Contract H62456

VHB was procured for design services related to Traffic Signal Expansion Phase 6. It is the intent of this Department to amend the existing agreement in order to extend VHB's services until December 31, 2017. No additional funding is required at this time. Numerous events had delayed this project however 98% of the contract work has been completed at this time. We need to extend this contract in order to complete the necessary design work and comply with the Federal Aid deadline.



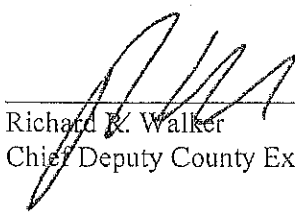
Shila Shah-Gavnoudias  
Commissioner

SSG:KGA

c: Kenneth G. Arnold, Assistant to Commissioner  
Aryeh Lemberger, Unit Head, Traffic Engineering Unit  
Jeff Lindgren, Project Manager

APPROVED:

DISAPPROVED:

  
\_\_\_\_\_  
Richard R. Walker      Date  
Chief Deputy County Executive

\_\_\_\_\_  
Richard R. Walker      Date  
Chief Deputy County Executive



George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: VHB

CONTRACTOR ADDRESS: 100 Motor Pky., Hauppauge, N.Y. 11788

FEDERAL TAX ID #: 043472601-01

**Instructions:** Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. X This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on May 6, 2010. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after Public Works issued an RFP for the design of the traffic signal expansion phase 6 project. Following a review by six Public Works engineers, VHB was determined to be the most technically qualified to perform this work.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a**

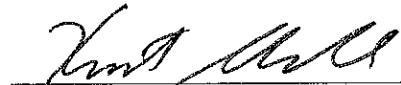
**competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

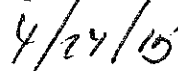
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:**

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*



## AMENDMENT

AMENDMENT, dated as of \_\_\_\_\_, 2015 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury NY 11590 and (ii) VHB, a contracting firm having its principal office at 100 Motor Parkway, Hauppauge, NY 11788 (the "Firm" or the "Contractor").

### W I T N E S S E T H:

WHEREAS, pursuant to County contract number H62456 between the County and the Firm, executed on behalf of the County on May 6, 2010, (the "Original Agreement"), the Firm performed design services for the County in connection with the traffic signal expansion phase 6 project, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 6, 2010 through March 1, 2012 (the "Original Term");

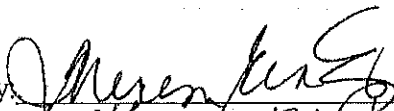
WHEREAS, the County and the Contractor desire to increase the term of contract; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Amended Term of Contract. The new term of contract shall be from May 6, 2010 to December 31, 2016.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

VHB

By:   
Name: Theresa B. Kowitz  
Title: Vice President  
Date: 4/21/15

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

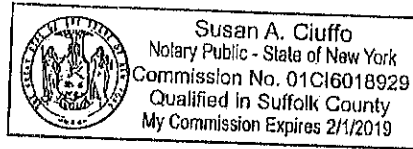
)ss.:

COUNTY OF ~~NASSAU~~)

Suffolk

On the 21 day of April in the year 2015 before me personally came Theresa Elkowitz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of VHB, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

*Susan A. Ciuffo*  
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2015 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Vanasse Hangen Brustlin, Inc.

Address: 101 Walnut Street, PO Box 9151

City and State: Watertown, MA

Zip Code 02471-9151

2. Firm's Vendor Identification Number: 04-2931679

3. Type of Business:

☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

☐ Ltd Liability Company ☐ Closely Held Corp. ☒ X (Corporation) ☐ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

See Attached Sheet(s)

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. ( \* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section ) (attach additional sheet (s) if necessary).

See Attached Sheet(s)

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [ if none, enter "None" ] ( \* include a separate disclosure form for each affiliated or subsidiary company ) (attach additional sheet (s) if necessary).

VHB Engineering, Surveying and Landscape Architecture, P.C.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 4/9/15

Signed: Theresa Elkowitz, V.P.

Print Name: Theresa Elkowitz

Title: Vice President

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: VHB Engineering, Surveying and Landscape Architecture, P.C.  
Address: 100 Motor Parkway, Suite 135  
City and State: Hauppauge, NY Zip Code 11788
2. Firm's Vendor Identification Number: 04-3472601
3. Type of Business:  
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture  
☐ Ltd Liability Company ☐ Closely Held Corp. ☒ X(Professional Corporation) ☐ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)  
Richard E. Hangen, 22 Farm St., Medfield, MA 02052
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. ( \* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section ) (attach additional sheet (s) if necessary).  
Richard E. Hangen, 22 Farm St., Medfield, MA 02052
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [ if none, enter "None" ] ( \* include a separate disclosure form for each affiliated or subsidiary company ) (attach additional sheet (s) if necessary).  
Vanasse Hangen Brustlin, Inc.
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.
- Dated: 4/9/15 Signed: Theresa Elkowitz, VP  
Print Name: Theresa Elkowitz  
Title: Vice President

## **VHB Governance**

### **VHB Board of Directors**

Robert S. Brustlin, Chairman  
Michael Carragher  
William J. Roache  
Gerry Salontal  
Michael S. McArdle  
John Stronach  
Kimberly A. Eccles  
Mary Robin Bousa  
James A. Sellen  
Matt Kennedy

### **Elected Corporate Officers**

Michael Carragher, President  
John B. Jackson, Treasurer  
Robert M. Dubinsky, Clerk  
William J. Roache, Assistant Clerk  
Anne P. Zebrowski, Chief Risk Officer

### **Board Appointed Officers**

James L. Diorio  
Christopher J. Brown

Employee Name	Group Label
Brunstin, Robert	Founder
Kennedy, John	Founder
Roache, William	Founder
Barker, Nancy	Senior Principal
Becker, John	Senior Principal
John, David	Senior Principal
Bonsignore, Ruth	Senior Principal
Carragher, Michael	Senior Principal
Diorio, James	Senior Principal
Dubinsky, Robert	Senior Principal
Fenstein, Jonathan	Senior Principal
Jackson, John	Senior Principal
Kennedy, Martin	Senior Principal
Lucivero, Thomas	Senior Principal
Marpherson, Philip	Senior Principal
McNeice, Michael	Senior Principal
O'Callaghan, Francis	Senior Principal
Thomas, Stephen	Senior Principal
Ashworth, William	Principal
Bakos, Greg	Principal
Barry, Larry	Principal
Bertoni, Mark	Principal
Bosworth, Gregory	Principal
Bousa, Mary	Principal
Boudjian, Rebecca	Principal
Bryant, Timothy	Principal
Byrne, Peter	Principal
Carey, Richard	Principal
Cavuoti, Michelle	Principal
Clary, Peter	Principal
Coleen, Mark	Principal
Conklin, Christopher	Principal
Cooke, Donald	Principal

Costa, Michael	Principal
Danforth, Christopher	Principal
DeSantis, William	Principal
Dewitt, Chris	Principal
Dortzen, Patricia	Principal
Dorokina, Victoria	Principal
Dupuis, Rick	Principal
Eccles, Kimberly	Principal
Elkowitz, Theresa	Principal
Eng-Wong, Paul	Principal
Eschbacher, Robert	Principal
Grande, Anthony	Principal
Hahn, Hugh	Principal
Hart, Randall	Principal
Herr, Joseph	Principal
Hollworth, Richard	Principal

Gordon Daring - Principal  
Matt Kennedy - Principal  
Susan Kremer - Principal  
Geoffrey Morrison-Logan - Principal  
Kevin Walsh - Principal  
Paul Yeargain- Principal

Employee Name	Group Label
Jackmin, Thomas	Principal
Jennings, John	Principal
Junghans, Mark	Principal
Junglans, Michael	Principal
Karimi, Yalid	Principal
Kocur, Keri	Principal
Kolb, Joseph	Principal
Kraft, Walter	Principal
Landry, Douglas	Principal
Leedy, R. Gordon	Principal
Lewis, Keith	Principal
Lizotte, Craig	Principal
Lovett, Christopher	Principal
Lower, Tracy	Principal
Lurie-Jones, Carol	Principal
Magni, Joseph	Principal
Manning, Sean	Principal
McArdle, Michael	Principal
McIntyre, David	Principal
Moberg, Susan	Principal
Naci, Robert	Principal
Nelson, Jeffrey	Principal
O'Leary, Patrick	Principal
O'Neill, Stephen	Principal
Overcash, Lyle	Principal
Patel, Bharat	Principal
Reynolds, Neville	Principal
Rodman, Kenneth	Principal
Romo, Stephen	Principal
Rosser, Tyson	Principal
Roy, Leo	Principal

Schiff, David	Principal
Schwartz, Ken	Principal
Sellen, James	Principal
Serviss, Gary	Principal
Sloan-Rossiter, Susan	Principal
Smedberg, Robert	Principal
Standler, Lisa	Principal
Stonach, John	Principal
Taglianetti, David	Principal
Taub, Marty	Principal
Vaughn, Shanemarie	Principal
Veeregowda, Babu	Principal
Vivilechia, David	Principal
Walker, Peter	Principal
Wanet, Joseph	Principal
Wholley, Thomas	Principal
Zebrowski, Anne	Principal
Zimmerman, Kristine	Principal

Employee Name # Group Label

Abbott, Dale	Associate
Albee, Robert	Associate

Alexiou, George	Associate
Altobello, Michael	Associate
Amico, Wayne	Associate
Andrea, David	Associate
Batchelder, Heidi	Associate
Bergeron, Marc	Associate
Black, R. David	Associate
Bobay, Christopher	Associate
Bolaver, James	Associate
Bousquet, Russell	Associate
Brown, Chris	Associate
Byeson, Don	Associate
Burbenk, Scott	Associate
Burck, Michael	Associate
Bussiere, Louise	Associate
Butracavoli, David	Associate
Castelli, Laura	Associate
Chase, Matthew	Associate
Chuang, Rocky	Associate
Clinton, Robert	Associate
Codera, Renee	Associate
Courtenandis, Suzanne	Associate
Cranshaw, Bill	Associate
Crawford, Jessica	Associate
Crouch, Gene	Associate
D'Amelio, Cheryl	Associate
D'Amelio, Scott	Associate
Dealey, Ronald	Associate
Daly, Christopher	Associate
<del>Davis, Scott</del>	<del>Associate</del>
Davis, Scott	Associate

Derdarian, Stephen	Associate
DeVoe, Lauren	Associate
Dibenedetto, Louis	Associate
Difranzi, Lisa	Associate
Dunford, Patrick	Associate
Eisenberg, Bethany	Associate
Eisenberg, Terri	Associate
Fenstermacher, David	Associate
Fontaine, Robin	Associate
Frue, Chris	Associate
Furman, John	Associate
Gaglione, Myrina	Associate
Gardner, Jean	Associate
Gibson, Diana	Associate
Goodrich, Gregory	Associate
Greenberg, David	Associate
Greco, Christopher	Associate
Grob, Elizabeth	Associate
Gross, Francis	Associate
Guarini, Paul	Associate

Additional Assoc:

Bill Anderson  
 Bill Arcieri  
 John Carty  
 Nancy Doon  
 Kris Dramby  
 Ana Fill  
 Steve Kaplan  
 Kris Kretch  
 Josh Sky

Guyette, Aaron	Associate
Hagen, Winston	Associate
Hall, James	Associate
Hall, Matthew	Associate
Hartman, Ronald	Associate
Havatchev, Morleya	Associate
Hines, J.D.	Associate
Hodgdon, Steven	Associate
Hogan, Maureen	Associate
Hogan, Timothy	Associate
Holloman, Kelly	Associate
Johnson, Glen	Associate
Kalkin, Vinod	Associate
Kearl, Matthew	Associate
<del>Kearl, Matthew</del>	<del>Associate</del>
Ketterling, Brad	Associate
Klein, Jeffrey	Associate
Koselski, Daniel	Associate
<del>Koselski, Daniel</del>	<del>Associate</del>
Lee, Sai-Kwong	Associate
Leller, Nancy	Associate
Leinhardt, Trade	Associate
Lewis, Jody	Associate
Linderman, Diane	Associate
Louro, Mark	Associate
Loves, Daniel	Associate
Lydon, John	Associate
Martin, Bill	Associate
Mazola, Thomas	Associate
McIntosh, Timothy	Associate
McKinlay, Paul	Associate

Employee Name # Group Label

<del>Meslier, Howard</del>	<del>Associate</del>
Meslier, Howard	Associate
Moyer, Paul	Associate
Murphy, Julie	Associate
Murphy, Patricia	Associate
Nabors, Daniel	Associate
Nauvokas, Paul	Associate
Nichols, Susan	Associate
Nowak, Christopher	Associate
Noyes, Ryan	Associate
Nurzynski, Derek	Associate
Olsick, Stephen	Associate
Ostofka, Curtis	Associate
Pacien, Daniel	Associate
Pequette, Gil	Associate
Pavao, Peter	Associate
Penfield, Robert	Associate
Perry, Amanda	Associate
Peterson, Jeffrey	Associate
Pisano, Jamie	Associate

Additional Assoc.

Adam Smith  
 Piotr Swietuchowski  
 Ryan Verdel  
 Steve Anderson  
 Tammy Petsios  
 Mark Shamon

Powell, John	Associate
Quitzau, Curtis	Associate
Reagan, Michael	Associate
Richards, Heidi	Associate
Robertson, Clayton	Associate
Robertson, Craig	Associate
Rosenblatt, Adam	Associate
Russ, Donald	Associate
Rutherford, Shannon	Associate
Ryder, Griffin	Associate
Sewell, Randy	Associate
Sillman, Keith	Associate
Slivinski, Benjamin	Associate
Sorensen, Peter	Associate
Spittal, Scott	Associate
Stabach, Jonathan	Associate
Stauffer, Karen	Associate
Stauffer, Kenneth	Associate
Suennen, Mark	Associate
Sutton, Michael	Associate
Thompson, Erin	Associate
Topp, Andrew	Associate
Tracy-Callahan, Patricia	Associate
Tucker, Mike	Associate
Turner, Selby	Associate
Van Fleet, Ronald	Associate
Velickovic, Natasha	Associate
Vitaliano, Paul	Associate
<del>Walsh, Rita</del>	<del>Associate</del>
Walsh, Rita	Associate
Whitley, Edward	Associate

Willmer, Ralph	Associate
Winard, Tizana	Associate
Wong, Sue	Associate
<del>Wong, Sue</del>	<del>Associate</del>



Contract ID#: H62456



Department: Public Works

**E-30-16**  
**CF** W10000000

**CF (Capital)**

**Contract Details**

NIFS ID #: CFW10000005 NIFS Entry Date: \_\_\_\_\_

Design - SERVICE Traffic Signal Expansion

Term: from (Execution Date) to 3/1/12

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>

(35)

**Agency Information**

Vendor	
Name: VHB Engineering, Surveying and Landscape Architecture, P.C.	Vendor ID# 043472601-01
Address: 2150 Joshua's Path, Suite 300 Hauppauge, New York 11788	Contact Person: Scott Spittal, PE
	Phone: (631) 234-3444

County Department	
Department Contact: Joseph Saffioti	
Address: 1194 Prospect Ave, Westbury	
Phone: (516) 571-6965	

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered			
	DPW (Capital Only)	CF Capital Fund Approval <input checked="" type="checkbox"/>	2/5	[Signature]	
	OMB	Contractor Registered NIFS Approval <input type="checkbox"/>	3/9/10	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required for Blanket Res.
3/9/10	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/9/10	[Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>	3/10	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fwd'd Original Contract to CA <input type="checkbox"/>	3/12/10	[Signature]	
	County Attorney	NIFS Approval <input type="checkbox"/>		[Signature]	
	Comptroller	NIFS Approval <input type="checkbox"/>	5-3-12	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	5/6/10	[Signature]	

Contract ID#: H62456CFPW10000005Department: Public Works

## Contract Summary

CFPW1000000005

<b>Description:</b>
<b>Purpose:</b> The purpose of this contract is to establish a personal services agreement between Nassau County and VHB Engineering, Surveying and Landscape Architecture, P.C. for the design services for Traffic Signal Expansion along Roslyn Road in Mineola, East Williston, Albertson and Roslyn Heights; along Main Street, Old Northern Boulevard and Bryant Avenue in Roslyn; and along West Shore Road in Roslyn and Port Washington in the amount of \$210,053.00 to be paid from County Capitol project H62456.
<b>Method of Procurement:</b> A Request for Proposals advertisement was placed for a three week period. VHB Engineering, Surveying and Landscape Architecture, P.C. was determined to be qualified and the cost of design services reasonable.
<b>Procurement History:</b>
<b>Description of General Provisions:</b>
<b>Impact on Funding / Price Analysis:</b> The costs associated with this contract are budgeted in the County's Capital Plan. This agreement is valued at \$210,053.00. The construction portion of this contract is 80% reimbursable with federal funds. The estimated construction costs are \$3,050,000.00 which equates to a \$610,000.00 expense to the County.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	456
Object:	00002
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital	\$210,053.00
Other	\$
<b>TOTAL</b>	<b>\$210,053.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/62-456/0-00	\$210,053.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$210,053.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: JessyDate: MARCH 5, 2010

<b>NIFS Certification</b>	<b>Comptroller Certification</b>	<b>County Executive Approval</b>
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>NW</u>
Name: <u>BE</u>	Name: <u>CFPW10000005</u>	Date: <u>5/6/10</u>
Date: <u>5/3/10</u>	Date: <u>5-3-10</u>	(For Office Use Only)
		E #:

E-30-10

RULES RESOLUTION NO. ~~34~~ 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C.

Passed by the Rules Committee  
Nassau County Legislature

By Voice Vote on APR 12 2010

VOTING:

ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. for design services in relation to a Traffic Signal Expansion Project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with VHB Engineering, Surveying and Landscape Architecture, P.C.

RULES RESOLUTION NO. - 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C.

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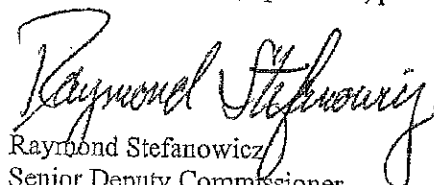
COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

CPW100000005

TO: Division of Administration  
FROM: Division of Engineering  
DATE: March 10, 2010  
SUBJECT: Personal Services Agreement for H62456, O.T. 2260  
Consultant: VHB Engineering, Surveying, and Landscape Architecture, P.C.  
Project Name: Traffic Signal Expansion Phase VI

Attached herewith please find the following for your review and processing:

1. Staff Summary / Contract Advisement
  2. Contract Advisement
  3. Comptroller Approval Form
  4. Department's Recommendation Memo
  5. Request to Initiate Form
  6. CSEA Notification Memo
  7. Consultant's Disclosure Statement
  8. Two (2) original copies of the proposed Agreement with VHB Engineering, Surveying, and Landscape Architecture, P.C. that includes the following:
    - Exhibit A – Scope of Services
    - Exhibit B – Payment Schedule
    - Appendix C – Consultants Technical Proposal
    - Appendix EE
    - Appendix L
  9. VHB Engineering, Surveying, and Landscape Architecture, P.C. Check No. 1946 in the amount of \$533.00, representing payment of the administrative service charge.
  10. VHB Engineering, Surveying, and Landscape Architecture, P.C. Insurance Certificate
- Should you have any questions, please contact Joseph Saffioti at 1-6965.

  
Raymond Stefanowicz  
Senior Deputy Commissioner

RS:dmp



George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: VHB Engineering, Surveying, and  
Landscape Architecture, P.C.

CONTRACTOR ADDRESS: 2150 Joshua's Path, Hauppauge, New  
York 11788

FEDERAL TAX ID #: 112992346 043472601

**Instructions:** Please check the appropriate box ("X") after one of the following roman numerals, and provide all the requested information.

I.    The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II.    The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

\_\_\_A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

\_\_\_B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

\_\_\_A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

\_\_\_B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

\_\_\_C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

\_\_\_D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI.      This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. X This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

The Contract was entered into after a written request for proposals was issued on December 3, 2009. Potential proposers were made aware of the availability of the RFP by Newsday, New York State Contract Reporter and a posting on the Nassau County website. Proposals were due on January 5, 2010. [8] Eight proposals were received and evaluated. The evaluation committee consisted of Ray Stefanowicz, Deborah Goehner, Jeff Lindgren, Steve Lane and Joseph Saffioti. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:**

     a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

3/5/10  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU  
Inter-Departmental Memo

**TO:** Office of the County Executive  
Att: Rob Walker, Chief Deputy County Executive

**FROM:** Department of Public works

**DATE:** February 5, 2010

**SUBJECT:** Recommendation to Engage Consultant Services  
Traffic Signal Expansion Phase 6  
Agreement Number H62456

The County desires to identify, design and replace existing traffic signal control equipment along with the installation of underground fiber optic communications equipment which will connect these traffic signals to the County's Traffic Management Center in Westbury. The signals in question are at various locations in Mineola, East Williston, Albertson, Roslyn Heights, Roslyn, and Port Washington.

Given our present workload and our limited capacity to provide the engineering services required to complete this improvement, we recommend that a consulting engineering firm be retained to develop presentations, complete the survey and develop detailed design plans relative to this improvement.

In accordance with County Executive Order Number 1-1993 and Board of Supervisor's Resolution 928-1993, we have evaluated proposals from eight (8) engineering firms who submitted qualifications to be chosen for this work. A review team of five (5) engineers - Raymond Stefanowicz, P.E., Deborah Goehner, Steve Lane, Jeff Lindgren, and Joseph Saffioti conducted the consultant evaluations. The following technical ranking was established:

<u>FIRM NAME</u>	<u>TECH RANK</u>	<u>TECH RATING</u>	<u>DESIGN SERVICES COST PROPOSAL</u>	<u>DESIGN SERVICES WITH CONTINGENCY</u>
Greenman-Pedersen Inc.	1	89.0	\$194,810	\$253,253
Eschbacher/VHB	2	87.2	\$161,579	\$210,053
L.K. McLean Associates	3	86.4	\$288,079	\$374,503
Wiley Engineering, P.C.	4	85.8	\$159,095	\$206,824
LiRo Engineering	5	78.2	\$207,443	\$269,676
M & J Engineering	6	75.4	\$349,932	\$454,912
Gibbons, Esposito & Boyce	7	75.2	\$ 99,900	\$129,870
Dunn Engineering	8	74.0	\$218,084	\$283,509

The, Eschbacher/VHB, team includes subconsultant Hirani Engineering & Land Surveying, P.C. which is a New York State Certified Minority Business Enterprise.

As the firm of Eschbacher/VHB was technically ranked second, has the staff, skill, and expertise, as well as demonstrating the special technical experience, familiarity, and understanding that is needed to successfully design this project, it is the Department's recommendation that they be retained for this assignment. The total cost of \$210,053 is considered fair and reasonable for the professional services to be rendered. Funding for said services is available under Capital Project Number H62456.



Subject: Traffic Signal Expansion Phase 6

Shall

Raymond Stefanowicz, Senior Deputy Commissioner  
Deborah Goehner, Traffic Engineer II  
Jeff Lindgren, Traffic Engineer I  
Steve Lane, Traffic Engineer II  
Joseph Saffioti, Project Manager

Rob Walker Date  
Chief Deputy County Executive

Rob Walker Date  
Chief Deputy County Executive

**REQUEST TO INITIATE  
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID  
CONTRACT**

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ

☒ RFP

☐ RFBC

Department: PUBLIC WORKS

Date: September 15, 2009

Service Requested:

The Department of Public Works is requesting authorization to advertise and let a traffic signal improvement design project paid for under County Project number H62456.

Justification:

This project (Traffic Signal Expansion Phase 6) will result in the improvement of signals and communications along Roslyn Road in Mineola and Roslyn Heights, Main Street in Roslyn, Old Northern Blvd in Roslyn, and West Shore Road in Roslyn. The cost of this construction phase will be 80% reimbursable with Federal monies. Construction inspection will also be 80% reimbursable with Federal monies.

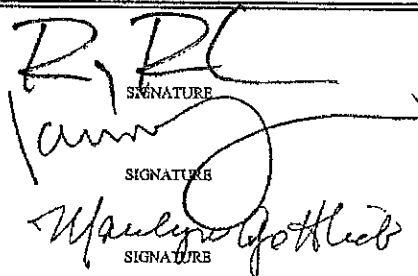
Estimated Design Range: \$300,000

Date RFQ/RFP/RFBC Due: December 2009

Department Head Approval: ☒ YES ☐ NO

DCE/Vertical Approval: ☒ YES ☐ NO

DCE/Ops Approval: ☒ YES ☐ NO



PART II: To be submitted to deputy County Executive for Operations after Qualifications/Proposals/Contracts are received from responding vendors.

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

DCE/Ops Approval: ☐ YES ☐ NO

Signature \_\_\_\_\_

RAR:RS:dmp

K:\Support Staff\Pyne\Jeff\Request To Initiate Design3.doc

COUNTY OF NASSAU  
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830 (fax 742-3801)

FROM: Department of Public Works (fax 571-9657)

DATE: November 20, 2009

SUBJECT: CSEA Notification of a Proposed DPW Contract  
Proposed Contract Number: H62456  
Traffic Signal Expansion Phase 6

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a contract/agreement for the following services:

Engineering services for the design of traffic signals at various locations in Great Neck Village, Great Neck, Great Neck Plaza, Lake Success and New Hyde Park.

2. The work involves the following:


Scope of Work: Field review

Establish replacement traffic signal equipment locations  
Design proposed traffic signal and appropriate communications  
equipment to integrate with the County's Traffic Management Center

3. An estimate of the cost is: \$150,000.00

4. An estimate of the duration is: 9 months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days, to: Department of Public Works Att: Raymond Stefanowicz, Telephone 1-6904, Fax 1-9657.



Raymond Stefanowicz  
Senior Deputy Commissioner

RS:dmp

c: Daniel McCray, Director, Office of Labor Relations  
Martha H. Wong, Deputy Commissioner  
Jonathan Lesman, Management Analyst I  
Jeff Lindgren, Project Manager



We are transmitting one (1) sheet. If there were problems with this transmission, call 571-9604.

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: VHB Engineering, Surveying and Landscape Architecture, P.C.  
Address: 2150 Joshua's Path, Suite 300  
City and State: Hauppauge, NY Zip Code 11788
2. Firm's Vendor Identification Number 04-3472601
3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company \_\_\_\_\_ Closely Held Corp. \_\_\_\_\_ X \_\_\_\_\_ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

See Attachment "A"

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. ( \* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section ) (attach additional sheet (s) if necessary).

See Attachment "B"

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [ if none, enter "None" ] ( \* include a separate disclosure form for each affiliated or subsidiary company ) (attach additional sheet (s) if necessary).

VHB is affiliated with Vanasse Hangen Brustlin, Inc. A Massachusetts corporation, which from time to time provides VHB services under a services agreement.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 2/23/10

Signed: \_\_\_\_\_

Print Name:  
Title:

Robert M. Eschbacher, P.E.  
Principal

## **ATTACHMENT A**

### **VHB Board of Directors**

Robert S. Brustlin, President and Chairman (term expires April 2010)  
Richard E. Hangen (term expires April 2010)  
William J. Roache, Assistant Clerk (term expires April 2010)  
Jonathan L. Feinstein (term expires April 2010)  
Warren E. Hughes (term expires April 2010)  
Susan Sloan-Rossiter (term expires April 2011)  
R. Neville Reynolds (term expires April 2011)  
Kenneth A. Schwartz (term expires April 2012)  
John J. Kennedy (term expires April 2012)

### **Elected Corporate Officers**

Robert S. Brustlin, President and Chairman of the Board  
John B. Jackson, Treasurer  
Robert M. Dubinsky, Clerk  
William J. Roache, Assistant Clerk  
Anne P. Zebrowski, General Counsel

### **President Appointed Officers**

Michael J. Carragher  
Frank G. Stewart

Attachment "B"

Robert Christman, President, Treasurer/Secretary and Sole Director  
Holding 10 shares of common stock (of a total of 200 issued and outstanding)  
81-2 Turkey Hill Road  
Chester, CT 06412

Ronald Pfuhl  
30 Manittton Court  
Islip, NY 11751

Alexandra Hurley  
27 Brook Street  
West Sayville, NY 11796

Robert M. Eschbacher, holding one share of non-voting common stock  
19 Elmbark Lane  
East Northport, NY 11731

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: VHB Engineering, Surveying and Landscape Architecture, P.C.  
Address: 2150 Joshua's Path, Suite 300  
City and State: Hempstead, NY Zip Code 11788
2. Firm's Vendor Identification Number 04-3472601
3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company \_\_\_\_\_ Closely Held Corp. \_\_\_\_\_ X \_\_\_\_\_ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)  
See Attachment "A"
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. ( \* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section ) (attach additional sheet (s) if necessary).  
See Attachment "B"
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7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 2/23/10

Signed: 

Print Name: Robert M. Eschbacher, P.E.  
Title: Principal



## **ATTACHMENT A**

### **VHB Board of Directors**

Robert S. Brustlin, President and Chairman (term expires April 2010)  
Richard E. Hangen (term expires April 2010)  
William J. Roache, Assistant Clerk (term expires April 2010)  
Jonathan L. Feinstein (term expires April 2010)  
Warren E. Hughes (term expires April 2010)  
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Anne P. Zebrowski, General Counsel

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Frank G. Stewart

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27 Brook Street  
West Sayville, NY 11796

Robert M. Eschbacher, holding one share of non-voting common stock  
19 Elmbark Lane  
East Northport, NY 11731

## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) VHB Engineering, Surveying, and Landscape Architecture, P.C., a consultant engineering firm having its principal office at 2150 Joshua's Path, Suite 300, Hauppauge, New York 11788 (the "Firm" or the "Contractor").

### WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on **March 1, 2012** (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to **Two** years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of **Design Services for Traffic Signal Expansion along various Nassau County corridors**. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

Section 1.01 (a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and hereby made a part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may

be so authorized, shall not exceed **Two Hundred Ten Thousand Fifty Three Dollars and Zero Cents (\$210,053.00) Dollars.**

Section 1.02 (b) Vouchers, Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable

orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without

limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a

material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated

representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service; as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or



referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of **Five Hundred Thirty Three dollars and Zero cents (\$533.00)** for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Joint Venture.

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement

(including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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23. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government

agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement  
as of the date first above written.

[FULL LEGAL NAME OF CONTRACTOR IN ALL CAPS]

VHB Engineering

By: Thomas Luciverio

Name: Thomas Luciverio

Title: Senior Principal

Date: 2/29/10

NASSAU COUNTY

By: Richard R. Walker

Name: Richard R. Walker

Title: Deputy County Executive

Date: 5/6/10

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

SUFFOLK

On the 23 day of February in the year 2010 before me personally came Thomas Livorno to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Rent, RI; that he or she is the Sr. Vice President of VHB, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

*Patricia Rada*

PATRICIA RADA  
Notary Public, State of New York  
No. 01RA5020878

Qualified in Suffolk County  
Commission Expires November 20, 2013

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 6 day of May in the year 2010 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6170832  
EXPIRES 7/23/2011

*Doreen R. Pennica*

**EXHIBIT A**  
**Detailed Scope of Services**  
**Nassau County Traffic Signal Expansion**  
**Phase 6**  
**H62456/OT2260**

**1. Overview**

- 1.a. The purpose of this project is to identify, design, and replace existing traffic signal control equipment along with the installation of underground fiber optic communications equipment which will connect to the County's existing communication infrastructure. The re-design and construction of these traffic signals will allow the County to replace older, outdated signal and communication equipment with state-of-the-art equipment, in order to maximize roadway capacity and to minimize delays along these arterials.

**2. Data Collection and Survey**

- 2.a. Survey existing traffic signal locations and plot the existing traffic signal equipment and utilities on a traffic signal equipment removal plan.
- 2.b. Obtain or create mapping at a scale of 1" = 20'. 1:20 plans shall be prepared for each signal location.
- 2.c. Perform archival search for property lines and right-of-way based on the information available on tax maps and deeds.
- 2.d. Solicit underground and overhead locations from the involved utility companies.
- 2.e. Identify features that may impact the proposed work. This includes, but is not limited to, poles, hydrants, signs, fencing, manholes, storm water catch basins, and trees. The field survey should insure that no underground utilities are affected by the proposed equipment installation.
- 2.f. Check the condition of all existing curb ramps and pavement markings observed and verify against the available as-builts.

**3. Preparation of Mapping**

- 3.a. The consultant will utilize an AUTOCAD drawing platform to produce design plans for this project. The final plans and details will conform in every way to the County's desired formats. Each signalized intersection included in this project will have its own traffic signal plan. Upon completion of the project data collection, the consultant will perform the following work in order to establish base mapping for all intersections included in this project:
- Establish drawings in scales, CAD layer designations, and CAD output plan sheet sizes to maintain compliance with standard County procedure.
  - Transfer mapping and all pertinent field data collected to County standard-size base sheets with the standard Nassau County Traffic Engineering title block.
  - Incorporate all property lines, right-of-way information, and other as-built information into the base maps.
  - Incorporate all utility and existing Nassau County traffic equipment information into the base mapping.

**4. Data Development**

- 4.a. Develop data tables to categorize the traffic signals including the existing numerical and communication assignments for each location.

- 4.b. Develop a data table to outline fiber optic and copper communications to and from each traffic signal.

5. Specifications

- 5.a. The engineer will be required to develop specifications for any and all new equipment the County doesn't currently have specifications for.

6. County-Supplied Data

- 6.a. To the extent possible, the County will provide as-built drawings for the signalized intersections and the related signal interconnect. In addition, aerial photo information in paper format will be provided as is available.
- 6.b. Nassau County will provide information regarding the existing fiber optic trunk cable, as well as the current communication zones in the area. This information will be in the form of maps and diagrams indicating cable and node cabinet locations, and tables showing current utilization of fibers.
- 6.c. Nassau County can provide copies of aerial photographs for various locations along Roslyn Road in Mineola, East Williston, Albertson and Roslyn Heights, Main Street in Roslyn, Old Northern Boulevard in Roslyn, Bryant Street in Roslyn, and West Shore Road in Port Washington, and GIS mapping in ArcView format.

7. Preliminary Design

- (a)
- 7.a. The consultant will review and analyze field data collected at each project intersection. The general project-wide preliminary design shall include the following information:

- (b)
- Title sheet with all pertinent project information and a location map.
  - Index sheet showing all symbols used in the contract plans, including existing and proposed, along with an index to all contract plan sheets.
  - A plan sheet with detailed notes specific to the construction of this project.
  - A plan sheet that details all necessary Maintenance and Protection of Traffic schemes that will be required during the construction of this project.
  - Estimate of quantities including item numbers
  - Plan sheets that show all necessary construction details.
  - Table of anticipated County pay items with a list of potential special specifications.
  - Where new traffic or interconnect cables are to be installed in existing conduit, the existing conduit shall be marked on the proposed signal or interconnect plan.

(c)

8. Advance Detail Plans (ADP)

- 8.a. The consultant will deliver an advance detail plan set that incorporates all appropriate comments from the preliminary design set received from the County. The ADP submission will be approximately 90% complete and will include; title sheet, legend and index sheets, standard details, special details, tables, and itemized plan sheets.
- 8.b. The engineers estimate will be submitted along with any special specifications required for the project. Advanced detail plans for each location shall identify curb lines, sidewalks, driveways, ROW, property lines, existing N.C. traffic equipment, relevant utility information, and any proposed traffic signal equipment.
- 8.c. Eight (8) half-scale plan sets shall be submitted for ADP review.

9. Final Plans (PS&E)



9.a. The final plan set will include a title sheet, index sheet, detail sheets, MPT sheets, interconnect sheets, notes, and individual signal plan sheets for each intersection (removal plan, proposal plan, wiring diagram). All County comments will be incorporated into the final plan sheets. After all necessary signatures are obtained on the cover sheet (mylar), the entire set will be returned to the consultant for duplication and final submission of the following:

- One (1) full-size mylar cover sheet
- Three(3) sets of full-size paper prints
- Eight (8) sets of half-size paper prints

9.b. The final set of project specifications shall include general contract provisions, notes, requirements, and technical specifications not included in the County's standard specifications. The consultant will provide electronic and paper copies of the specifications as required by the County.

9.c. The consultant will prepare an Engineer's Estimate for the project that includes all itemized quantities and estimated prices for each item. Calculations and methods of calculations for all project quantities shall be prepared on project estimating forms and maintained in a project estimate book for future use, if needed. An estimate of quantities table shall be developed for each intersection and incorporated directly onto the intersection plan sheet. Pricing used for this project will be based on County and NYSDOT pricing estimates and bids from other similar projects.

#### 10. Meetings

10.a. The engineering consultant will be required to attend a minimum of four (4) meetings to review and assess the progress of the project.

10.b. In addition, the consultant will be required to attend field meetings to discuss proposed equipment locations with the County project manager.

#### 11. General Requirements

- 11.a. This project has a final PS&E submission deadline of July 15, 2010. No exceptions.
- 11.b. The consultant will be responsible to coordinate and attend make-ready walk-thru meetings with the necessary utility companies. In addition the consultant will be responsible for any expenses incurred as a result of make-ready walk-thru meetings and make-ready work performed by the utility companies.
- 11.c. A project schedule must be submitted to the County Project Manager at the start of design and shall be updated weekly by the consultant.
- 11.d. The consultant will be expected to enter into a user agreement with Nassau County GIS Department in order to utilize Nassau County GIS mapping as base map reference.
- 11.e. The consultant will be responsible to attend meetings as requested by the County Project Manager and will be expected to provide meeting minutes no later than one (1) week after the meeting takes place.
- 11.f. The construction phase of this project is a Federal Aid project and requires that certain documents be prepared and submitted to the New York State Department of Transportation (NYSDOT) in order to advance the project to the construction phase. The consultant will be responsible for completing all Federal Aid documents required to get final approval to let the project. All of these documents will be prepared in accordance with the Local Procedures manual and the Local Programs coordinator for the NYSDOT. Any documents that require County signatures or County letterhead should be submitted to the County Project Manager in electronic format to be processed by County staff.
- 11.g. Claims for work that is completed are to be submitted monthly. A summarized Progress Report for work completed shall be included with each claim voucher.

## 12. Assumptions

- 12.a. Upon completion of the project, all drawings will be submitted to the County electronically using AUTOCAD format.
- 12.b. Design of roadway improvements, as in road widening, or radii improvements, will not be required.
- 12.c. Right-of-way acquisition will not be required. Right-of-way information will be taken from as-built plans and tax maps.
- 12.d. Soil boring will not be required.
- 12.e. Overhead sign structures will not be required.
- 12.f. Due to the nature of the proposed improvements, it is assumed that it is not necessary to tie the survey into the USCG or State plane coordinate system.
- 12.g. Collection of traffic count data will not be necessary.
- 12.h. The County will provide as-built signal and highway plans where available.
- 12.i. The consultant will be responsible for recording meeting minutes at each meeting. These minutes shall be submitted to the County for review within one week of the meeting. Following the County Project Manager's review, a copy of the final meeting minutes shall be submitted to the County.

## **EXHIBIT B**

### **Payment Schedule**

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

- A. The amount to be paid to the Firm, as full consideration for the Firm's services, not including Extra Services or additional work, shall be **One Hundred Sixty one Thousand Five Hundred Seventy Nine dollars and Zero cents (\$161,579.00)**., payable as follows:

1. The Firm shall be paid on the basis of **Two . Eight Five (2.85)** times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals, while engaging in a technical capacity in the project, on the same basis as technical personnel. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred fifty dollars (\$150.00) per hour.**

- B. With regard to any task for which payment is calculated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention hereby that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm
- C. The firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on this project, they must submit such employees' names; their titles and proposed salaries, and receive prior written approval from the Commissioner.
- D. Claims for services performed shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.
- E. Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.
- H. Extra Services or Additional Costs. If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein and calculated in accordance with either paragraph A.1 above. Such extra services are to be provided only after written authorization by the Department.
- I. Reimbursable Expenses The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Commissioner of the Department, in his/her sole discretion, and subject to compliance with the County's bill paying procedures:

- a. The direct cost of expenses for travel to locations other than the County, including transportation (coach unless otherwise authorized by the County), meals and reasonable lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.
- b. Testing Laboratory Services.
- c. Messenger service and cables as necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- d. Final models, photographs and renderings as requested by the County.
- e. Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of 10 (ten) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.

**Transportation  
Land Development  
Environmental  
Services**



VHB Engineering, Surveying and Landscape Architecture, P.C. | Affiliated with Vanasse Hangen Brustlin, Inc.

January 4, 2010

Ms. Martha H. Wong, Deputy Commissioner  
Nassau County Department of Public Works  
Division of Administration  
1194 Prospect Avenue  
Westbury, NY 11590-2723

Re: Proposal for Design Services  
Nassau County Traffic Signal Expansion Phase 6  
RFP No. PW-H62456, Project ID No. 62456

Dear Ms. Wong,

*In the United States, running red lights results in 850 deaths and thousands of serious injuries every year. In an effort to decrease the number of accidents at signalized intersections, Nassau County is taking a bold step to implement Phase 6 of its traffic signal expansion program.*

During Phase 6, outdated signal and communication equipment will be replaced with state of the art equipment in Mineola, East Williston, Albertson, Roslyn Heights, Roslyn, and Port Washington. Having successfully worked on similar projects for the County and within these hamlets, the VHB team is ready to meet the goals of the project.

As proven by successfully completing several traffic signal projects for NCDPW, our team, which includes MBE subconsultant Hirani Engineering & Land Surveying, P.C., possesses the staff, capabilities, relevant experience, and management skills necessary for providing engineering design services to develop traffic signal improvement plans. As needed, NCDPW has access to our team's 50+ professionals on Long Island and 200+ personnel with relevant traffic signal design experience company-wide. This kind of talent enables us to meet and surpass your goals including proposing an accelerated project schedule for this particular project.

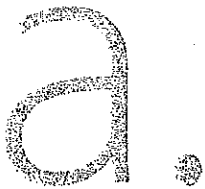
The VHB team is ready to kickoff this project and excited to once again work with NCDPW. Should you have any questions regarding the enclosed, please contact me.

Very truly yours,

VHB Engineering, Surveying and Landscape Architecture, P.C.

Robert M. Eschbacher, PE  
Principal

2150 Joshua's Path, Suite 300  
Hauppauge, New York 11788  
631.234.3444 • FAX 631.234.3477  
email: info@vhb.com  
www.vhb.com



## Introduction

The County of Nassau Department of Public Works is interested in retaining a consulting engineering firm to provide services to identify, design, and replace existing traffic signal control equipment, along with the installation of underground signal interconnect cable and conduit, where required. It is very critical that the chosen firm must possess a team of experienced engineers and technicians with the relevant technical expertise to complete the proposed work within the critical time frame that has been established. The VHB Engineering, Surveying and Landscape Architecture, P.C (VHB) team, which includes our MBE subconsultant Hirani Engineering & Land Surveying, P.C., (Hirani) clearly possesses the necessary staffing, capabilities, relevant experience, and management skills that are necessary for this type of specialized service.

VHB offers the following unique strengths, which we believe are essential elements to successfully provide quality traffic signal system support services to the County:

- *Proven experience in providing services for the County on an identical traffic signal expansion project.* Recently, VHB assisted the County by successfully completing a signal project, which involved 34 intersections, was identical in scope and also had an extremely tight schedule for completing the project. Collaborating with personnel from other VHB offices increased the technical expertise needed to meet the County's goals in a timely manner and enabled the project to be completed ahead of schedule and within budget.
- *Ability to provide the required project staffing and successfully meet the project deadline.* It is recognized that the availability of key staff experienced in preparing the project deliverables, on schedule, is critical to the success of this project. If chosen for this project, VHB commits that the staffing proposed herein will be involved in the development of the design plans to ensure that the final PS&E submission deadline of July 15, 2010 is met. Because of the tight deadline, VHB's Long Island office has reached out to key traffic signal design personnel from other offices to work on this project as needed.
- *Additional traffic signal design experience on Long Island.* VHB has been developing signal design plans on Long Island for more than 20 years. Specifically, VHB has successfully

# Understanding and Approach

## 1. OVERVIEW

This expansion and replacement project, which includes sixteen intersections in Mineola, East Williston, Roslyn Heights, Roslyn and Port Washington, will replace outdated signal and communication equipment with state of the art equipment, in order to maximize roadway capacity and minimize delays.

## 2. DATA COLLECTION/SURVEY

Under this task, we will review County supplied information including available as-built traffic signal and signal communication plans, pavement marking plans, roadway plans and County GIS mapping for all project locations. Utility companies will be contacted to obtain record utility plan information. This information will be utilized to develop initial base mapping for each location.

Field surveys will be performed for each location to ensure the accuracy of the project's design base mapping. During the field surveys the condition and/or location of all existing curb, sidewalk ramps, traffic control signage and pavement markings and locations of all features that may impact the proposed work, including poles, hydrants, signs, fencing, manholes, storm basins, and trees, will be noted. Where potential conflicts between proposed signal equipment and existing utilities are identified, a request for a utility mark-out will be made and subsequent field surveys performed to determine if adjustments can be made to the location of proposed equipment to avoid the need for utility relocations. An archival search of property and right-of-way lines will be performed in cases where it is determined that more precise mapping of this information is necessary due to the location of proposed signal equipment.

## 3. PREPARATION OF MAPPING

As the backbone for any design project, the base mapping should offer a clear picture to the contractor as to what will be built. Sufficient clarity and detail are important to allow the overall proposed work as well as individual construction components to be easily interpreted. Many of our other design projects required coordination with another consultant. The base mapping will include established right-of-way and property lines, all existing curb, sidewalk ramps, traffic control signage and pavement markings and locations of all features that may impact the proposed work including poles, hydrants, signs, fencing, manholes, storm basins, and trees will be noted. The design base mapping will be developed utilizing an AutoCAD drawing platform. The traffic signal removal and replacement plans will be developed at a scale of 1" = 20' and the proposed plans for installation of underground communication equipment will be developed at a scale of 1" = 100'. All project deliverables will be developed in conformance with County standards, preferences and formats. All pertinent information gathered during the data collection and survey task will be incorporated in appropriate CAD layering conventions on County standard size base sheets.

## Understanding and Approach

an advanced stage of completeness. An engineer's estimate, together with any special specifications, will be included in this submission.

### 9. FINAL PLANS (PS&E)

The PS&E plan set will incorporate appropriate comments from the ADP submission and include required sheets and details. Appropriate sheets will also include a table of quantities for each pay item. In addition each submittal will include a final spreadsheet of anticipated County pay items. A final engineer's estimate and special specifications will be included in contract bid documents. After all necessary signatures are obtained on the mylar title sheet, one set of full-size mylars, three sets of full-size paper prints and five sets of half-size paper prints will be submitted as the final contract drawings. A design computation book will be compiled to present how the engineer's estimate was derived. The estimate book will include all calculations and quantities broken out by each plan sheet prepared for each project intersection.

### 10. MEETINGS

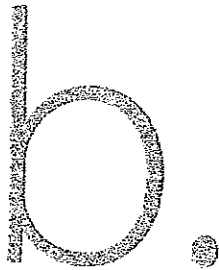
We recognize the importance of progress meetings with personnel of the County Traffic Engineering Group to review and assess the progress of the proposed work. It is anticipated that as many as four progress meetings will be held during the duration of the contract. Field meetings will be coordinated, as necessary, with the County project manager to finalize the locations of proposed signal equipment.

### 11. GENERAL REQUIREMENTS

The following is a list of general requirements that we understand will be critical to this project:

- The final PS&E submission will be made in advance of the July 15, 2010 deadline. Based on conversations with the County's Traffic Engineering Group Unit Head and Project Manager selected for this project, it is understood that this deadline is fixed based on the availability of funding and, therefore, meeting this deadline is critical for this project. We understand that the commitment of key staff is critical to the success of this project and because of the tight deadline, we have already reached out to confirm the availability of key traffic signal design personnel from our 18 other offices to assist in this project as needed.
- Make-ready field meetings will be coordinated with necessary utility companies. Since make-ready utility adjustments are only active for a definite period of time, we will coordinate and attend these field meetings, with necessary utility companies, as part of the design phase and subsequently make payment to any respective utility company for necessary make-ready work. Any expenses that are incurred as part of these meetings, and make-ready work, will be a project reimbursable cost under this contract.
- A project schedule will be prepared at the start of the project and updated and submitted to the County Project Manager weekly.
- A user agreement will be entered into with the County in order to utilize the Nassau County GIS mapping.
- VHB will assist NCDPW to prepare the required project documents necessary to advance into the construction phase, in accordance with the New York State Department of Transportation's "Procedures for Locally Administered Federal Aid Projects" manual.





## Organization Chart

The successful NCDPW consultant should consist of a team of experienced engineers and technicians with relevant, technical expertise to complete the proposed work within the critical, established time frame.

The organization chart prepared for this project reflects just that; a team of professionals with extensive traffic signal experience in Nassau County, Suffolk County, and many states along the east coast. VHB has chosen the following key personnel for their experience and expertise in signal design. Additionally, VHB has close to 200 people with relevant traffic signal design experience firm-wide to draw upon, if needed.



## Resumes

The following resumes demonstrate the depth of experience in traffic signal design of the proposed team which includes VHB's engineers and designers, and key personnel of our subconsultant Hiranl.

**Robert M.  
Eschbacher, PE**

Principal

Mr. Eschbacher has personally managed numerous transportation engineering projects for state, city, county, village and private sector clients. Many of these have involved public presentations and coordination with local community groups. The scopes of these projects have included accident investigations, traffic counts, trip generation, capacity analyses, pedestrian and school studies, parking supply/demand analyses, vehicle delay and queue length studies and other traffic engineering analyses, both manually and using computer programs. This has afforded him the opportunity to understand the broad spectrum of public reaction to major infrastructure projects, and establish a working relationship with task forces comprising widely varying viewpoints.

Because of his specialized experience, Mr. Eschbacher is regularly retained to provide expert testimony throughout Long Island. He has also taught graduate and undergraduate level college courses in traffic and transportation, and is very active with technical and professional societies. In addition, he recently served as President of Long Island Transportation Management, Inc., the regional not-for-profit ridesharing and transportation demand management agency under contract to NYSDOT

**Signal Design, Various Sites, New York**

Mr. Eschbacher's signal design experience is extensive and includes complete design of new traffic signals at 400+ intersections, under NYSDOT-funded projects. Some of these projects include:

- Nassau County Signals (9); Nassau County
- Long Beach Signals (115); Long Beach
- Freeport Signals (60); Freeport
- Hempstead Signals (40); Hempstead
- Sunrise Highway Signals (30); Nassau County
- Private Development Signals (10); Nassau County

**Transportation and Traffic Engineering Projects, New York**

The number of transportation and traffic engineering projects that Mr. Eschbacher has been a part of exceeds 3,000. His project experience includes most of Long Island's major highways as well as state, county and village roadways. These projects include:

- Village of East Hampton Traffic Study, East Hampton, New York
- Southampton Bikeways, Southampton, New York
- CR 83 - Highway Corridor Study, Town of Brookhaven, New York
- CR 13 - Highway Corridor Study, Town of Islip, New York
- CR 43 - Northville Turnpike, Town of Riverhead, New York
- Suffolk County Highway and Improvement Studies, New York
- Route 114 Traffic Calming, North Haven, New York
- NYSDOT Traffic Engineering Services, Nassau & Suffolk Counties, New York
- Northern Boulevard, Great Neck, New York
- Old Country Road/Route 110, Town of Huntington, New York

Mr. Eschbacher has 35 years of experience in project management, planning, design and construction projects in the New York metropolitan area. The combined construction value of the projects he has overseen exceeds \$3 billion. Mr. Eschbacher directs a variety of projects involving interstate highways, expressways, parkways, local roads, bridges, and airports. Throughout these projects he is responsible for staffing, scheduling, client contact, and cost control and quality assurance.

**Education**

BSCE, Civil Engineering, Manhattan College, 1973

MSCE, Civil Engineering, Northwestern University, 1975

**VHB**

## **Scott R. Spittal, PE**

Project Manager

**Nassau County Department of Public Works, Traffic Signal Expansion, Nassau County, NY**  
Mr. Spittal led the VHB team that provided design services in connection with a County traffic signal expansion project. Under a tight deadline, Mr. Spittal assisted the County with replacing outdated signal and communication equipment with state-of-the-art equipment to maximize roadway capacity and to minimize delays. Detailed final design plans for signalized intersections along Greenwich Street in Hempstead, Nassau Road in Roosevelt, North Main Street in Freeport, and Long Beach Road in Hempstead and Rockville Centre were prepared. Additionally, Mr. Spittal oversaw the preparation of engineering estimates with itemized quantities. In total, VHB prepared traffic signal removal plans, traffic signal modification plans, and signal wiring sheets for 34 intersections. Plans were prepared for the installation of approximately 41,000 feet of underground conduit and communications cable.

**CR46 William Floyd Parkway Safety and Drainage Improvements, SCDPW, Mastic, NY**  
Mr. Spittal is the Project Manager on this reconstruction project that stretches along a major Long Island thoroughfare. Mr. Spittal leads the project team faced with resolving flooding and traffic issues. Installing new concrete curbing and concrete sidewalk, adjusting drainage castings and regrading the entire shoulder are a few aspects of the design approach.

**Nassau County Traffic Signal Rebuild, NCDPW, Nassau County, NY**  
Project Manager for design services to rebuild the traffic signals at nine intersections in Long Beach, West Hempstead, Garden City Park, New Cassel, Massapequa Park, Bethpage, Syosset and New Hyde Park; and to install a new signal in South Hempstead. Services included survey and mapping, preparation of a design report and final design services.

**Roadway Improvement Plans, Avalon Bay, Coram, NY**  
Project Manager overseeing the preparation of roadway design documents for planned access improvements along NY State Route 25 - Middle Country Road and Mooney Pond Road. The improvements included roadway widening, curb and sidewalk reconstruction, new drainage, property dedication mapping, landscaping and two new traffic signals. Plans were developed in accordance with Town and State standards and specifications and had to be coordinated with a future NYSDOT roadway improvement project. Plan submissions were made to both State and Town transportation departments for their review, approval and issuance of highway work permits.

**Suffolk County Traffic Signal Design, Suffolk County, NY**  
Project Manager for design services to install five traffic signals in the Towns of Huntington and Southold. Services included preparing base mapping, conceptual design, signal timing plans, pole loading analyses, engineer's estimate and final design.

**Glen Cove Road Extension, NCDPW, Glen Cove, NY**  
Project Manager for the traffic design phase, he is responsible for designing traffic signals, signs and pavement markings, as well as coordinating with City officials and Nassau County DPW. As part of a NYSDOT funded program, the project involves realignment of Glen Cove Road and surrounding streets to improve access to the Glen Cove Creek waterfront area.

Mr. Spittal has more than two decades of experience in the study, analysis and design of site development, transportation and roadway projects throughout Long Island and the New York metropolitan area. Working for government agencies and private clients, in addition to engineering design, he provides project management services ranging from staffing and project scheduling to cost control.

**Thomas A. Mazzola,  
PE**

QA/QC

**Transportation Planning and Traffic Engineering, Glen Isle Partners, Glen Cove, NY**  
Generating trip projections, analyzing 12 intersections, identifying traffic impacts and developing transportation mitigation measures were some of Mr. Mazzola's responsibilities as Project Manager on this 56-acre project. VHB provided transportation planning and traffic engineering services for the proposed mixed-use redevelopment of the Glen Cove Creek area adjoining Long Island Sound.

**Traffic Signal Design, Town of Huntington, East Northport, NY**  
Mr. Mazzola contributed to the construction of the closed loop traffic signal system on Larkfield Road, which included project review and coordination, development of traffic plans, estimation of quantities, and evaluation of property line information.

**Walt Whitman Road Traffic Engineering Services, Town of Huntington, NY**  
As Project Manager, Mr. Mazzola oversaw the design improvements for a two-mile stretch of Walt Whitman Road. Services performed by VHB included pavement widening within the existing right-of-way, concrete pavement and asphalt shoulder rehabilitation, intersection improvements, traffic signal installations, and safety improvements.

**Nassau County Department of Public Works, Traffic Signal Expansion, Nassau County, NY**  
Mr. Mazzola was part of the VHB team that provided design services in connection with a County traffic signal expansion project. Under a tight deadline, he assisted the County with replacing outdated signal and communication equipment with state-of-the-art equipment to maximize roadway capacity and to minimize delays.

**Traffic Study, Montauk Bus Service, Mastic Beach, NY**  
As Project Manager for traffic engineering services a proposed school bus terminal, Mr. Mazzola oversaw the field inspection of site, summary and analysis of traffic count data and identification of traffic mitigation needs, among other tasks.

**Transportation Planning & Traffic Engineering Services, Heartland Town Square, Islip, NY**  
As Project Manager for this 3 million square foot "smart growth community, Mr. Mazzola's will be leading the planning and engineering services. Specific tasks include development of site access alternatives and the preparation of a traffic impact study, capacity analyses, and level of service analyses. The project will be \$4 billion complex consisting of 3 million square feet of offices, 1 million square feet of retail space, a luxury hotel, an 80,000 square foot aquarium and 9,000 housing units.

**Traffic Engineering Services, The We're Group, Melville, NY**  
Mr. Mazzola was the Project Manager for this traffic engineering services project at 8 Corporate Center Drive and 100 Baylis Road in Melville. He provided the following traffic engineering services: review applicable plans and zoning regulations; meet with Client; conduct site inspections evaluate visibility and sight distance; coordinate with zoning attorney; attend and testify at one ZBA hearing.

**Traffic/Parking Report, LeLand Lane, Southampton, NY**  
As Project Manager, Mr. Mazzola led the preparation of a letter report assessing the potential traffic and parking impacts associated with a proposed convenience store in an existing retail center on CR 39 in Southampton.

Mr. Mazzola has 36 years experience in traffic engineering and transportation planning. As the former Director of Engineering Services for the Town of Huntington, his department was responsible for promulgating rules and recommendations governing the flow of traffic on Town roadways, including the design, installation and maintenance of all traffic control devices.

**VHB**

**Joseph R. Herr, PE,  
PTOE, IMSA III**

.....  
Senior Engineer, Systems and  
Field Operations

.....  
**City Wide Traffic Control Signal Management Inventory Study, New Haven, CT**

Technical lead for development and implementation of a citywide traffic control signal inventory study that incorporated equipment and parts inventory and condition assessment at 234 intersections in the City of New Haven.

**Traffic Coordination, Meriden, CT**

Responsible for the development and field implementation of a traffic signal coordination plan involving seven locations. Cycle, split and offset parameters were developed based on SYNCHRO analysis. This data was field-implemented and fine-tuned based on observed traffic flow.

**Intersection Planning, Torrington, CT**

Technical lead engineer for the evaluation, planning, and design of a 40-intersection, citywide traffic signal system. He developed a project-specific specifications and design of a fiber optic based communications network. Included in the project was post construction inspection of the completed system.

**Advanced Traffic Management Systems, Eastern United States**

Planning, implementation and design efforts for more than 200 advanced traffic signal control systems from Maine to Florida. Technical lead in the design and deployment of more than 3000 traffic signal control assemblies of various types and manufacturer.

**UTCS System Upgrade, Boston MA**

Technical task manager for the initial system requirements task for the replacement of the computer system that controls approximately 350 traffic signals. Provided a complete evaluation of existing system control parameters, identified client needs, and developed a direction for the follow-up system design task. Provided major technical support role for system design elements.

**Rhode Island Arterial Systems, Statewide, RI**

Technical lead for the planning, design, inspection, and fine tuning task involving more than 30 closed-loop and centralized traffic signal systems statewide, including electrical testing of detection and grounding systems, radio communications systems, and remote-to-field integration testing. In addition, was responsible for the technical specifications and associated plan development for the project.

**Traffic Signal Equipment Supplier**

Prior to joining VHB, was for ten years Engineering Manager with two different traffic signal equipment suppliers. Responsibilities included control cabinet assembly design, systems engineering and integration, field service, and product training.

**City of Boston Transportation Department**

For seven years was with the City of Boston Transportation Department, as Senior Traffic Engineer. Mr. Herr was responsible for the design and oversight of numerous transportation projects. Representative efforts include preliminary design of Boston's

Having 34 years of experience

In planning, design,

application, and operations,

Mr. Herr serves as VHB's

Corporate-wide Technical

Lead on advanced

transportation management

systems. Mr. Herr is a past

president of the New England

Section of the Institute of

Transportation Engineers

(NEITE) and received the

Transportation Engineer of the

Year award by NEITE in 1995.

Additionally, he serves several

national transportation related

committees.

## **Robert S. Brown, AICP**

.....  
Transportation Planning

### **City Of Winter Haven/Polk County ITS**

Mr. Brown is serving as Senior project Manager on this particular project. Both Polk County and the City of Winter Haven are in the process of upgrading their traffic control systems to a more modern central control platform. Migrating to a more modern central control platform will allow both the County and the City of Winter Haven to not only control traffic signal systems, but also perform other functionality such as Closed Circuit Television (CCTV) control, Dynamic Message Sign (DMS) control, interagency coordination, and perform traffic engineering functions.

### **ITS Projects Rhode Island Department of Transportation, RI**

Mr. Brown is Project Manager for VHB's ITS projects in Rhode Island, as well as Task Manager for the development of CCVE and Traffic Signal Systems for downtown Providence related to the opening of Providence Place Mall. His responsibilities include coordination of systems with existing systems within or planned for the DOT's Traffic Operation Center (TOC) and assisting in the startup of the TOC and training of RIDOT staff in use of computer systems and software.

### **Covanta Energy Corp., Westbury, NY**

As Project Manager, Mr. Brown has performed an assessment of the traffic impacts associated with a proposed expansion of the Energy-from-Waste-Facility in Westbury, New York. The project is situated on a 15.35 acre parcel located on the northeast corner of Merchants Concourse and the Meadowbrook Parkway. This study documents the traffic impacts associated with the expansion of the Covanta Energy-from-Waste-Facility. The study process included the quantification of existing and projected traffic conditions and compares changes in operating conditions with the proposed expansion. The purpose of this study is to determine any significant traffic impacts due to the proposed project and to evaluate and propose mitigation measures.

### **Lighthouse of Long Island, Unlondale, NY**

Mr. Brown is the Project Manager for this large scale mixed-use development on Long Island called the Lighthouse Project. This project includes producing a DGEIS and FGEIS for one of the largest traffic and parking studies ever conducted on Long Island. Working on this innovative mixed-use redevelopment project, Mr. Brown is providing a variety of services including transportation planning, funding management, regulatory and community outreach. The project is comprised of a new sports arena, sports complex, hotel and conference center, 1 million square feet of office space, 500,000 square feet of retail space and 2,300 residential units.

### **Public Blackstone River Bike Path, RI**

Public participation coordinator for the design of a 19-mile bicycle path along the Blackstone River from Providence to North Smithfield. The project is a joint effort between the Rhode Island Department of Transportation and Rhode Island Department of Environmental Management. The Blackstone River Bikeway is a major transportation connection through the population centers and the cultural, natural, and historical resources of the Blackstone River Valley National Heritage Corridor and is being designed to be compatible with these resources.

Mr. Brown is the Director of Transportation Planning in New York. He specializes in managing large-scale multidisciplinary projects, serving as liaison with public agencies and the community, and compliance with regulatory requirements. Mr. Brown is knowledgeable in the development of state transportation and U.S. Department of Transportation studies and plans. His 38 years of transportation planning experience includes projects in New York, Rhode Island, Massachusetts, Connecticut, Maine, and Florida.

## **Paul R. Bell, PE**

Chief, Communications and Controls

**Nassau County Department of Public Works, Traffic Signal Expansion, Nassau County, NY**  
Mr. Bell was part of the VHB team that provided design services in connection with a County traffic signal expansion project. Under a tight deadline, he assisted the County with replacing outdated signal and communication equipment with state-of-the-art equipment to maximize roadway capacity and to minimize delays.

**City of New Haven Connecticut Fiber Optic Design, New Haven, CT**  
Task Manager responsible for the design of a fiber optic backbone and access arrangements in downtown New Haven for use by numerous City agencies.

**Communications Design Development Infrastructure Improvements, Hampton, VA**  
Task Manager for the fiber optic communications design for the Crossroads Development project. Design involved integrating new fiber optic infrastructure, CCTV, electronic message signs, and traffic signal controllers into an existing system.

**Communications Design for State Route 826, Miami, FL**  
Mr. Bell was the task manager for the wireless communications design for the FLDOT SR 826 ITS project. This design included 11 closed circuit television cameras along the corridor, interconnected with wireless Ethernet technology, and fiber optic backhaul of the video data to the Florida DOT District 4 facility. It also included 802.11G wireless access points at all camera locations for access to the video streams by FDOT mobile personnel. Project duties included site survey work, including physical and theoretical radio path analysis, spectrum analysis, selection of wireless repeater locations, and all communications equipment selection and specification, including cameras, wireless Ethernet radios, network equipment, antennas, and 802.11G equipment.

**Communications Design for State Route 826, Miami, FL**  
For Florida DOT District 6, Mr. Bell managed the wireless communications design for a busy 13-mile state route. His design included 11 closed circuit television cameras along the corridor interconnected with wireless Ethernet technology as well as fiber optic backhaul of the video data to the Florida DOT transportation management center, known as SunGuide. He also designed 802.11G wireless access points at all camera locations for access to the video streams by FDOT mobile personnel. Mr. Bell performed site survey work including physical and theoretical radio path analysis, spectrum analysis, selection of wireless repeater locations, selection of all communications equipment, and developed specifications for equipment that included cameras, wireless Ethernet radios, network equipment, antennas, and 802.11G equipment.

**Communications Design for US Route 1, Upper Florida Keys FL**  
For Florida DOT District 6, Mr. Bell was Task Manager for the design of wireless communications design for a state highway project. He designed seven closed circuit television cameras along the corridor that were interconnected with wireless Ethernet technology. He performed site survey work including physical and theoretical radio path analysis, physical spectrum analysis, selection of wireless repeater locations, and all communications equipment selection, and developed specifications.

Mr. Bell is Chief of Communications and Control in VHB's Transportation Technology Group. His experience encompasses wireless and fiber optic state-of-the-art communication systems for both ITS and traffic signal control projects. Mr. Bell, who has private-sector experience in the manufacture and application of advanced traffic management systems, has served on numerous communication, advanced transportation controller, and NEMA national standards committees.

34 years of professional experience



## Daniel Winkelman

Project Engineer

### Site Engineering, YMCA, Huntington, NY

Serving as Project Manager, Mr. Winkelman is preparing site layout, grading and drainage, utility and site lighting plans. This project involves a 17,000+ sq. ft. expansion to the existing YMCA facility, which requires the Project Manager to be in constant contact with the client and project architect. The site design for this expansion is especially challenging due to the sites steep slopes and high ground water issues.

### Drainage Study, Variety Child Learning Center, Syosset, NY

The purpose of this project was to perform a drainage study to determine the capacity of the existing Town of Oyster Bay recharge basin located directly adjacent to the Variety Child Learning Center site. Upon findings that indicate that existing capacity is in fact available, the Town would agree reduce the size of the recharge basin and sell the school the excess land so they can expand their school. This drainage study required a thorough investigation of the existing drainage system and the 49+ acre contributing drainage area.

### Traffic Engineering, Biener Nissan/Audi, Great Neck, NY

Mr. Winkelman designed roadway improvement plans at this large auto dealership which was increasing their service area. Part of the plan included proposing new curb, sidewalk and additional driveway access points. Located on Rte 25A, this project involved extensive coordination with NYSDOT, project architect and site engineer.

### Roadway Improvement Plan, Foremost Realty and Dr. Jacono, Great Neck, NY

As Project Manager for these two private clients, Mr. Winkelman developed roadway improvement plans for both of these proposed medical use buildings. The plans included new access points, curb, sidewalk, pavement restriping and bus stop relocations. He also coordinated extensively throughout the projects with the NYSDOT, Long Island Bus, project site engineers and architects.

### Traffic Signal Installation, Town of Huntington, Melville, NY

As Project Engineer, Mr. Winkelman provided engineering design services for the Town of Huntington for the installation of a new traffic signal. Located at Republic Road and Marcus Drive, a t-intersection, a three-phase signal, a left turn lane, new pedestrian ramps and crosswalks was designed to maximize safety and improve the overall operation of the intersection.

### 3M Property Management, Waste Management, Yaphank, NY

A traffic study was conducted as part of a special permit application to allow the operation of a municipal solid waste and construction and demolition debris transfer station. The proposed transfer station will consist of a 30,000 sf transfer station building and a 15,225 sf office/ warehouse building situated on a 6.03 acre site. The traffic study consisted of a truck routing plan as well as obtaining traffic counts at the existing facility in order to project traffic at the proposed location. As Project Manager, Mr. Winkelman was involved in a great deal of client coordination and attended town board meetings.

Creating successful drainage, roadway and parking lot improvement plans, and conducting a range of traffic studies are only some the highlights of Mr. Winkelman's career. With almost a decade of experience, he often serves as Project Manager for some of the firm's municipal and private clients.

## Duane Nelson, PE

.....  
Engineering Design

.....  
**Middlesex County, NJ**

**Washington Avenue Corridor Improvements, Piscataway**  
**Perrineville Road and Union Valley Road Improvements, Monroe**  
**Oak Tree Road and Sugartree Plaza Improvements, Edison**  
**Port Reading Avenue and Old Road Improvements, Woodbridge**

Prepared traffic signal and signing and striping plans for several intersection improvement and corridor improvement projects along County roadways. His duties also included developing maintenance and protection of traffic plans for the construction phases of the projects. Mr. Nelson served as the project manager for these projects.

**Chase Bank, Various Locations, NJ**

Prepared traffic impact studies for several new bank branches for local agency approval. Sites were located in Marlboro, Matawan, Middletown, and Ocean County, NJ. Matawan was a challenging site because the final design involves adding a fourth leg for use as the bank driveway into an intersection requiring a traffic signal upgrade to the intersection. Mr. Nelson's duties included acquiring NJDOT access permitting and the design of traffic signal modifications for several sites.

**Home Depot, Lacey Township, NJ**

Mr. Nelson was the project manager who prepared traffic signal design plans, including electrical plans, and highway construction plans for significant intersection improvements on a state highway under NJDOT jurisdiction.

**Valley Forge National Park, Valley Forge, PA**

Mr. Nelson has performed a preliminary traffic review of the main roadways within the park relative to traffic and pedestrian flow as the initial basis for the formulation of a comprehensive traffic management plan.

**Stop & Shop, Ocean Township, NJ**

Prepared traffic signal design plans, including electrical plans, for two intersections. Both designs are modifications to existing signals in which the intersections will undergo widening improvements. Collected speed data for traffic calming plan along local roadway.

**County Line Road, Horsham, PA**

Prepared the design plans and documents for two new traffic signals along this roadway. The traffic signals comprised of a closed loop system requiring The municipalities requiring coordination were Warminster and Horsham Twps. There was no public involvement. Remaining on time was essential on the project which involved two municipalities and PennDOT.

**Dresher Road, Horsham, PA**

Provided highway and traffic engineering design services for a widening project of two miles of roadway. He prepared a construction cost estimate and aided in the drafting of highway and traffic signal plans.

Mr. Nelson has over ten years of design experience on traffic and transportation projects. Fully capable in design of all traffic engineering projects, his areas of expertise include traffic signal design and traffic impact studies. Mr. Nelson's experience includes various projects for the public and private sector in New Jersey, Pennsylvania and New York.

.....  
**VHB**

## **Kenneth Michaud, PE**

Senior Traffic Engineer

**NYSDOT Traffic Engineering and Accident Investigation, Suffolk and Nassau Counties, NY**  
Senior Engineer for Highway Safety Investigation Reports at numerous locations for the NYSDOT. Each study involves the collection and analysis of accident data and the development of a detailed report to implement improvements to address identified safety deficiencies. During this process a computerized database and analysis system is used to compile all the historical accident data. In addition, field visits are conducted to verify various existing conditions and features. The report summarizes the findings and address any safety related deficiencies by recommending mitigative measures.

### **Pilgrim Redevelopment Project, Brentwood, NY**

Project Engineer responsible for the preparation of a traffic impact study, capacity analyses and level-of-service analyses for this \$4 billion redevelopment of the property at the former Pilgrim Psychiatric Center, known as Heartland Town Center. This 462-acre property will consist of 9,000 apartments, 3 million square feet of office space, a luxury hotel, an 80,000 square foot aquarium, 1 million square feet of retail, as well as restaurants, cafes and plazas.

### **Nassau Coliseum Redevelopment, Uniondale, NY**

Project Engineer for the preparation for traffic impact study, capacity analysis, level of service analysis, simulation and traffic mitigation for this \$2.0 billion redevelopment of a 77-acre site that involves the reinvigoration of the Nassau Coliseum - a home for its sports teams and a venue for large performances and to create a contemporary recreation, 948,000 SF of office space, 374,000 SF of retail space and 2,100 residential housing.

### **Brompton Road Area Improvements, Merrick, NY**

Senior Engineer responsible for roadway profiles, drainage analysis and drainage design for this Town of Hempstead project. Other services included topographic survey, identification of problem areas, storm drainage design, pavement coring and soil boring testing, construction estimates and the preparation of bid documents.

### **LIE/Seaford-Oyster Bay Expressway Interchange Reconstruction, Nassau County, NY**

Office Engineer for the \$97-million reconstruction of the LIE/SOBE Interchange which included drainage, pavement repairs, roadway widening and bridge deck rehabilitation.

### **NYSDOT Safety Standby Requirements Contract, Nassau & Suffolk Counties, NY**

Engineer for design services in conjunction with safety requirements which include: striping and shoulder strengthening; pavement widening; curb, crosswalk, sidewalk and sidewalk ramp installations; drainage, basin repair and replacement; installation of guiderails; pavement resurfacing and/or repairs, erosion control measures; resurfacing; ramp improvements; additional or modified guide signs; and traffic signal modifications and installation.

### **Park Street Reconstruction, Long Beach, NY**

Senior Inspector for the roadway reconstruction, drainage, curb and sidewalk rehabilitation of a portion of this six-lane boulevard in Long Beach.

### **Drainage Modifications under NYSDOT Design Services Agreement, Suffolk County, NY**

Senior Engineer for preliminary and final design for preventive maintenance treatments needed on existing drainage systems located within NY Route 25A, the Sagtikos State

Mr. Michaud has decades of experience in the analysis and design of site development, transportation and roadway projects throughout Long Island and the New York metropolitan area. He provides engineering services for municipalities, government agencies, and private sector clients.

## **Albert Guglielmi**

.....  
Designer/Drafter

.....  
**Traffic Signal Upgrade, Nassau County, NY**

CADD Designer for design services to remove and rebuild the traffic signals at nine intersections in the municipalities of Long Beach, West Hempstead, Garden City Park, New Cassel, Massapequa Park, Bethpage, Syosset and New Hyde Park; and to install a new signal in South Hempstead. Services include survey and mapping, preparation of a design report, and final design services.

**CR13 Improvements, SCDPW, West Islip, NY**

Used AutoCAD to prepare roadway design documents for approximately 1.4 miles on County Road 13. The improvements included curb and sidewalk reconstruction, new drainage, and traffic signal modifications.

**Nassau County Department of Public Works, Traffic Signal Expansion, Nassau County, NY**

As part of the VHB team, Mr. Guglielmi provided design services in connection with a County traffic signal expansion project. Under a tight deadline, he assisted the Project Manager County with designing replacements for outdated signal and communication equipment with state-of-the-art equipment to maximize roadway capacity and to minimize delays.

**CVS Site Plan, First Hartford Realty, Amityville, NY**

CADD Designer for the preparation of roadway design documents along NY State Route 27A at County Line Road. The improvements included roadway widening, curb and sidewalk reconstruction, new drainage, and a new traffic signal.

**Access Plans, Rte 25, Avalon Bay, Coram, NY**

Prepared AutoCAD roadway design documents for this project along NY State Route 25-Middle Country Road. The improvements included roadway widening, curb and sidewalk reconstruction, new drainage, landscaping and two new traffic signals.

**Roadway Improvements, Walt Whitman Road, Melville, NY**

AutoCAD design services were provided for the rehabilitation of this 2½ mile stretch of roadway in the Town of Huntington. This project involves pavement widening, concrete pavement and asphalt shoulder rehabilitation, the installation of localized storm-water drainage, intersection improvements, traffic signal installations, safety improvements, and the installation of concrete curb and sidewalk.

**Brompton Road Area Improvements; Merrick, NY**

CADD Designer for design services for improvements to various roadways within the vicinity of Brompton Road in Merrick for the Town of Hempstead. Services included topographic survey, identification of problem areas, storm drainage design, pavement coring and soil boring testing, construction estimates and the preparation of bid documents.

**Drainage Modifications, NYSDOT Design Services Agreement, Suffolk Counties, NY**

CADD Designer for preliminary and final design for preventive maintenance treatments needed on existing drainage systems located within NY Route 25A, the Sagtikos State Parkway, NY Route 109, and the intersection of the South Service Road of NY 27 and Udall Road.

Working in the industry for almost two decades, Mr. Guglielmi uses AutoCAD to prepare design plans. His experience includes preparing design plans for roadway/highway, traffic, land development, and bridge projects for municipalities; agencies such as NYSDOT, NYCDOT, MTA/LIRR; and a variety of private clients.

## Jack Cortelyou, PE

Roadway/Intersection Design

### **Bikeway and Pedestrian Facility Management Plan, Southampton, NY**

Senior Engineer for traffic engineering, transportation planning and design services for the implementation of the Southampton Bicycle and Pedestrian Facility Management Plan for the Village of Southampton. This project will improve primary bicycle corridors in the Village to accommodate bicyclists and to encourage the use of bicycling as a means of transportation to the Village Center.

### **Civil Engineer II, Region 10 Highway Maintenance, NY**

As the Project Maintenance Engineer, Mr. Cortelyou's primary duty was to ensure that the capital program addressed the needs of the Highway Maintenance Group.

Civil Engineer II, Region 10 Design - As the project leader for the Design Squad, Mr. Cortelyou oversaw the design and award of 13 projects, including the \$8 million R&P and Safety Improvement of Route 454 and the \$10 million R&P and Safety Improvement of the Bronx River Parkway.

### **Construction Inspection Engineer, NY**

Senior Engineer responsible for inspection services of permit work for private sector property during the construction phase of various projects, including: Avalon Pines, Coram; Department of Social Services Health Center, Coram; and Reckson Office Building, Melville.

Prior to joining VHB, Mr. Cortelyou worked for the New York State Department of Transportation for 33 years in varying capacities, as outlined below:

### **Transportation Maintenance Engineer, NY**

Responsible for overseeing all operations on State highways in central Nassau County, including the Meadowbrook State Parkway, Wantagh State Parkway, Bethpage State Parkway, portions of the Northern State Parkway, and Routes 102, 105, 106, 107 and 135.

### **Walt Whitman Road, Melville, New York, NY**

Project Engineer for design services for the rehabilitation of this roadway for the Town of Huntington. This project involves pavement widening, concrete pavement and asphalt shoulder rehabilitation, the installation of localized storm-water drainage, intersection improvements, traffic signal installations, safety improvements, and the installation of concrete curb and sidewalk.

Mr. Cortelyou has 40 years of extensive experience in the civil engineering field. He retired from the NYSDOT in 2003, after 33 years of service. At the time, he was a Transportation Maintenance Engineer where he was responsible for oversight of all operations on state highways in central Nassau County.

### **Education**

BSCE, City College of New York, 1966

Graduate courses, City College of New York, 1967-68

### **Professional Registrations/ Certifications**

New York State Association of Transportation Engineers New York

Professional Engineer New York 1971

## Ryan Winter

Project Engineer

**Nassau County Department of Public Works, Traffic Signal Expansion, Nassau County, NY**  
Mr. Winter was part of the VHB team that provided design services in connection with a County traffic signal expansion project. Under a tight deadline, he served as Project Engineer assisting the Project Manager with replacing outdated signal and communication equipment with state-of-the-art equipment at intersections in Hempstead, Roosevelt, Freeport and Rockville Centre.

### **Traffic Signal, Railroad Ave, Town of Brookhaven, NY**

Turning movement counts were coordinated by Mr. Winter as part of an analysis of existing accident data and traffic volumes. Additionally, he assisted with the signal design development for this project. Mr. Winter met with town officials to ensure that the end product met their desired goals.

### **Intersection Traffic Improvements, Town of Smithtown, NY**

Working closely with the Project Manager, engineering design services were provided at two major intersections. Specific services include roadway design, widening and reconfiguration, relocation of drainage structures as part of a drainage design plan. Traffic signal design included locating new traffic signal poles, pedestrian signals, etc. Estimate of quantities and take off was performed and plan set was assembled. This project, funded by a grant from the Governor's Traffic Safety Committee, due to extensive documentation regarding the need for traffic and safety improvements.

### **West Neck Rehabilitation, Lloyd Harbor, NY**

Mr. Winter completed many of the engineering design and field tasks involved in this project. Once repair areas were identified with the use of GIS Tablet, he produced the coring bid proposal and used CADD to develop typical roadway sections. Maintenance and protection of traffic schemes were also developed by Mr. Winter.

### **Nassau Coliseum Redevelopment, Uniondale, NY**

As a project engineer on this \$1.5 billion project, which includes residential units, hotel space, a sports center, a convention center, retail and recreational space, Mr. Winter completed various tasks involved in the transportation planning phase. A noise and delay study, and traffic volume data was collected and analyzed. A LOS analysis and CADD drawings were prepared by Mr. Winter as part of the report and meeting phases.

### **Molloy College, Rockville Centre, NY**

As part of a comprehensive planning and improvement project, Mr. Winter developed new roadway alignment plans and modified signal design plans. To effectively accomplish these tasks he coordinated and assisted with various traffic counts and analyzed existing conditions and accident data. The preliminary cost estimate was also prepared by Mr. Winter.

### **Route 110 Intersection Improvements, Town of Huntington, NY**

As part of a comprehensive evaluation of adjacent intersections, engineering services included layout and design of new bumpouts, curb and brick sidewalk. Design services included using CADD to assemble a plan set and estimating quantities and take off. Detailed peak turning movement and origin-destination data were collected.

Mr. Winter works on a variety of site and civil engineering projects throughout Nassau and Suffolk counties. His experience includes transportation planning, parking studies and development, and traffic engineering for municipal and private clients.

Education:

BS, Civil Engineering, University of Delaware, 2003

VHB

**EDUCATION**

BCE, Manhattan College, 1983

**REGISTRATIONS/  
CERTIFICATIONS**

Professional Engineer, NY, 1989  
Roadway Worker Protection Training  
Course, 2008  
Site Safety Manager (7 Hour  
Orientation)  
OSHA 10

**EXPERIENCE:**

Mr. Caponiti has over 23 years of civil engineering experience with a specialty in highway/bridge inspection and design on projects for the NYSDOT, NYCDOT, and NJDOT. He has served as a Resident Engineer on several NYSDOT projects, and has additionally performed services as a Chief Inspector, Office Engineer, and Senior Inspector. His design experience is inclusive of highway, traffic engineering, site design and utility projects Long Island municipalities and NYC and NYS agencies. Mr. Caponiti is intimately familiar with MURK and CEES programs.

Specific project experience includes:

**NYSDOT Region 10, 5 Concurrent Projects In Nassau and Suffolk Counties -- Assistant Resident Engineer/Office Engineer.** Contract work included two projects relative to the enhancement of NYSDOT INFORM facilities on the Long Island Expressway, two traffic signal improvement contracts, and a utility relocation project as a make ready for a future construction of the Long Island Expressway -- Seaford Oyster Bay Interchange. (1993 - 1996)

**NYSDOT Region 10 Permit I intersection and traffic signal design for the Meadowbrook Commons Shopping Center on NY 27 in Freeport.** Design was inclusive of left turn lane and ingress/egress design. (1992)

**NYSDOT -- Design Engineer.** As an employee of the NYSDOT and as a consultant, Mr. Caponiti performed preliminary and final designs for projects in New York City (Region 11) and Region 10 (Long Island). Design included pavement, drainage, and traffic safety designs, including major capital improvements on both the Belt Parkway and Cross Island Parkway in Queens. (1983 - 1990)

**Town of Hempstead Site Improvements. Senior Civil Engineer** responsible for the study and design for the rehabilitation of the parking lot facility inclusive of a new drainage system and pavement reconstruction.

**NY 110 Bridge over the LIE, NYSDOT -- Senior Civil Engineer.** This ongoing design project will rehabilitate, raise and widen the two (2) bridges that carry NY 110 over I-495 (Long Island Expressway) in Melville, NY. Hirani is directly responsible for the Maintenance & Protection of Traffic (MPT) design required for both the I-495 and NY 110 corridors within the project limits, and for the coordination of the MPT with the adjoining project to widen and reconstruct NY 110. In addition Hirani is responsible for the new vertical profile of the reconstructed bridges and approaches, and all grading work.

**Police and Fire Communications Center, NCDPW -- Senior Inspector.** Oversight of temporary power installation, removal of electrical equipment and installation of temporary roof barricades for the consolidation of Police and Fire Communications into a single location. The project included the renovation and expansion of Buildings 1, 3, and 4, existing Nassau



Hirani Group

**PAUL INGRASSIA**

**TRAFFIC ENGINEER / SENIOR CONSTRUCTION INSPECTOR**

### **EDUCATION**

Working towards BS in Civil Engineering, Hofstra University, 2000 – Present

AS, Civil Engineering, Suffolk County Community College, 2000

Civil Engineering Studies, Polytechnic University, 1994-1997

### **CERTIFICATIONS**

NICET III

### **EXPERIENCE**

Mr. Ingrassia has over twelve years of engineering related experience with an emphasis in the construction inspection of concrete, masonry and transportation infrastructure.

Relevant experience includes:

#### **2008-2009**

**Traffic Engineer, Blackfinn American Saloon Parking Analysis, Country Glen Center, Carle Place.** Performed site surveillance of shopping center operations and development of data collection program to assess capacity of existing center to absorb the addition of a national chain restaurant.

#### **Traffic Engineer, Sephardic Synagogue of Plainview.**

Observed traffic operations in residential community where conversion of a single family house to a synagogue was proposed. Developed and supervised data collection program to determine impacts to the neighborhood.

**Senior Inspector, Town of Hempstead Call In Engineering Contract.** Performed inspection of public works including landscaping, pavement, concrete installation, sewer and drainage installations.

**Inspector, Nassau County Community College.** Provided inspection of masonry wall, window and flashing at the G Building during absence of the regular inspector.

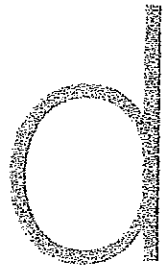
#### **2007**

**Senior Inspector, Durable Pavement Markings - Region 10, NYSDOT, Nassau & Suffolk Counties.** Construction inspection services for the installation of durable pavement markings at various locations in Nassau and Suffolk Counties that are at the end of their useful service life. Services include the examination of site locations for proper Maintenance and Protection of Traffic, and removal and replacement of existing pavement markings.

#### **2000-2006**

- **Senior Inspector, Renovation and Reconstruction of Route 25A, Greenport, NY, NYSDOT (\$6 million).** Oversaw the installation of new water and sewer main services, new drainage and storm water treatment system including recharge basins and culvert, complete reconstruction of roadway, new parking lot, new granite curbs and crosswalks, new concrete sidewalk, new traffic signals, pavement markings and new signage. Also oversaw pile driving and construction of bulkhead and harbor walk for the village.
- **Inspector, Multiple NYSDOT Priority Surface Treatment Projects.** Projects included Resurfacing of NY 135 ramps; Reconstruction of Route 25 in Coram and other various roadway resurfacing locations across Long Island. Oversaw all operations involved with the milling and resurfacing of bituminous concrete asphalt with





## Project Experience

This section highlights VHB's relevant project experience, which exemplifies our substantial background in traffic signal and communication design for numerous municipal agencies on Long Island. As can be demonstrated by this experience, VHB has the necessary expertise to efficiently produce high-quality signal design plans for the County.

### TEAM EXPERIENCE

VHB has worked on numerous relevant projects that involve signal and communication design engineering assignments. Many of these projects were for municipal clients and involved critical schedules. Table 1 presents similar completed projects where VHB was involved.

VHB has successfully completed numerous projects that incorporate many of the signal design and signal support elements that are outlined for this project. In addition, we also have a thorough understanding of the procedures that must be followed for projects that receive federal aid and have coordinated numerous times with the local program coordinator for the New York State Department of Transportation. The simple fact is that VHB has been preparing signal and communication design plans and implementing intersection traffic signal improvements for over 20 years and possesses a wealth of directly relevant experience. We also have the resources of almost 200 traffic engineers firm-wide to draw upon, if needed.

## EXPERIENCE WITH MUNICIPAL CLIENTS

VHB has successfully performed similar design services for many municipal clients. Table 1 also presents just some of these projects and the corresponding municipal agency for which the work was performed. This reinforces that VHB has the experience of understanding the project procedures that local municipalities typically work under.

## SIMILAR RECENT RELEVANT PROJECT EXPERIENCE

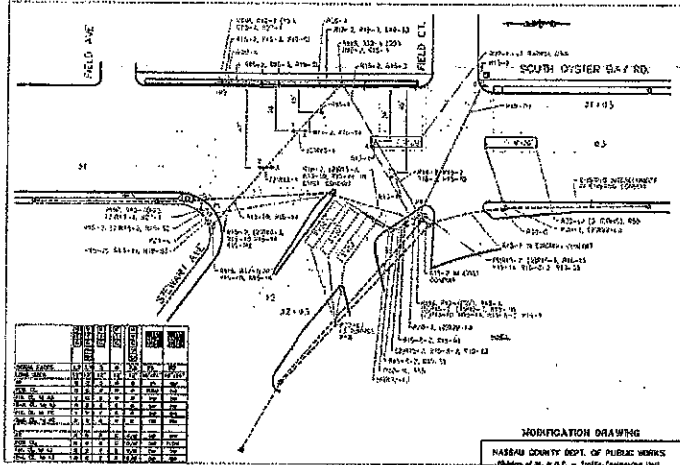
Table 2 shows the VHB team's experience and illustrates the relevance to this project, with the projects summarized according to specific work tasks outlined for this project in the RFP. We believe this summary of experience demonstrates VHB's ability to perform the required work to make this project a success.

Table 2 - Similar Recent Relevant Experience

Work Tasks	N/C Traffic Signal Expansion Project	Pratt Blvd at Glen Cove Ave, Glen Cove	Charles St at Glen Cove Avenue, Glen Cove	Morris St at Glen Cove Ave, Glen Cove	Charles St connector at Herb Hill Rd, Glen Cove	Pond Hill Rd at Community Drive, Manhasset	Bryant Ave at White Ln, Roslyn	Roosevelt Center at Corporate Dr., Westbury	Community at Gracewood Access, North Hills
1. Data Collection and Survey	X	X	X	X	X	X	X	X	X
2. Preparation of Mapping	X	X	X	X	X	X	X	X	X
3. Data Development	X	X	X	X	X	X	X	X	X
4. Specifications	X	X	X	X	X				
5. Preliminary Design	X	X	X	X	X	X	X	X	X
6. Advanced Detail Plans (ADP)	X	X	X	X	X	X	X	X	X
7. Final Plans (PS&E)	X	X	X	X	X	X	X	X	X
8. Meetings	X	X	X	X	X	X	X	X	X

# Nassau County Traffic Signal Rebuilds

Nassau County, New York



**Client**  
Nassau County DPW

**Status**  
Completed 2002

**Highlights**  
Modernization of traffic signal equipment to enhance pedestrian and vehicular safety

*Provided design services to rebuild the traffic signals at nine intersections*

*This project was completed by Eschbacher VHB Engineering, Surveying and Landscape Architecture, P.C., which joined with Freudenthal & Elkowitz Consulting Group to become VHB Engineering, Surveying and Landscape Architecture, P.C.*

Eschbacher Engineering was retained by the Nassau County Department of Public Works to provide design services to rebuild the traffic signals at nine intersections in the municipalities of Long Beach, West Hempstead, Garden City Park, New Cassel, Massapequa Park, Bethpage, Syosset and New Hyde Park; and to install a new signal in South Hempstead. Services included survey and mapping, preparation of a design report and final design services. At some of these locations, the existing equipment was originally designed and installed more than 30 years ago and, as a result, was in dire need of modernization.

The purpose of this project was to modernize the traffic signal equipment to result in enhanced pedestrian and vehicular safety, as well as to replace older, obsolete equipment that became difficult for the County to maintain. Any ability to address capacity issues was also considered. Some of the challenging aspects of the project involved brainstorming with Nassau County Department of Public Works - Traffic Unit Officials regarding specific equipment and operational upgrades, as well as coordinating with local utility companies to identify and resolve any potential equipment conflicts. The end result was the development of advanced detail drawings leading to final drawings and item sheets documenting the proposed work. Nassau County Traffic Details and Standards were closely followed in preparing these drawings.

This project was on a fast-track for completion, as an electrical contractor was already under contract with the County to incorporate the improvements as each location received final approvals.

# Walt Whitman Road Rehabilitation

Melville, New York



VHB has been retained by the Town of Huntington to perform traffic engineering and design services in conjunction with the rehabilitation of Walt Whitman Road. The project is approximately 2 1/4 miles long and stretches from Old Country Road on the north, over the Long Island Expressway at the approximate mid-point, down to its southern terminus with NYS Route 110. The Town of Huntington has received Federal funding to offset some of the anticipated \$5.5 million in construction costs.

The project involves pavement widening within the existing right-of-way to provide for a uniform pavement width, concrete pavement and asphalt shoulder rehabilitation, the installation of localized storm-water drainage, intersection improvements, traffic signal installations, safety improvements, and the installation of concrete curb and sidewalk.

*This project is being performed by VHB Engineering, Surveying and Landscape Architecture, P.C., which was formed by the joining of Eschbacher VHB Engineering, Surveying and Landscape Architecture, P.C., and Freudenthal & Elkowitz Consulting Group, Inc.*

## Client

Town of Huntington

## Status

Ongoing

## Highlights

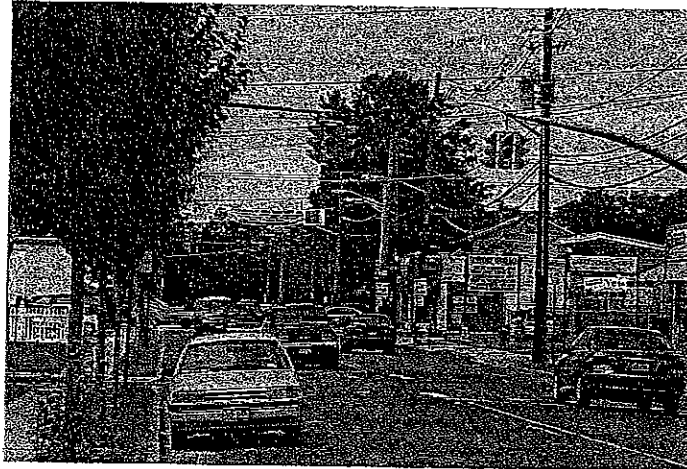
Designing improvements for a 2+ mile stretch of Walt Whitman Road

Participating in the public outreach aspects so that all stakeholders understand and buy into proposed changes



# Guy Lombardo Avenue

Freeport, New York



Eschbacher Engineering was retained by the Village of Freeport Department of Public Works to provide engineering services for the reconstruction of Guy Lombardo Avenue. Services include preparation of base mapping, field verification of existing conditions, and preparation of engineering design plans for roadway and traffic signal improvements along a one mile section of this busy thoroughfare.

The project team was responsible for preparing construction drawings for the total rebuild of traffic signals at six intersections, as well as the installation of signal interconnect for the entire length of the roadway. The plans were prepared using Nassau County DPW details and items. The scope of the improvements provided for traffic signals, pedestrian signals, curbs and driveway aprons, handicap ramps, asphalt pavement, concrete sidewalks, upgrading of the stormwater drainage system, and brick walkways and antique street light fixtures.

*This project was completed by Eschbacher Engineering, which became an affiliate of Varasse Hangen Brustlin, Inc. and then joined with Freudenthal & Elkowitz Consulting Group, Inc. to become VHB Engineering, Surveying and Landscape Architecture, P.C.*

## **Client**

*Village of Freeport*

## **Status**

*Completed 2006*

## **Highlights**

*Survey and engineering services for \$6,200,000 roadway and traffic improvements*

*Prepared construction drawings for the rebuild of traffic signals at six intersections*



# Phase IV Traffic Signal Computerization Services

New Haven, Connecticut



VHB/Vanasse Hangen Brustlin, Inc. was retained by the City of New Haven to complete the engineering design and preparation of construction contract documents (PS&E) for an expansion and upgrade of the New Haven computerized traffic control signal system (Phase IV) at forty-one intersections.

The field hardware and communication requirements utilized in this contract includes 2070 (lite) controllers

with system specific applications firmware residing in each controller and Naztec Streetwise™ for the central system software. The central system communicates with the field hardware over a City owned fiber optic network.

VHB services under this contract consisted of a comprehensive inventory data collection for each intersection including roadway geometry, traffic control devices, traffic volume and accident data, intersection analysis and system timing (C/S/O) optimization along each corridor. The final phase consists of making recommendations for intersection improvements including geometric/lane channelization, and traffic signal equipment upgrades. Upon completing the operational phase, VHB prepared bid documents, plans, specifications and cost estimates, and other contract documents as required for installing the Phase IV expansion of the City Computerized Signal System.

At the completion of final design, VHB performed inspection services including review of each intersection with respect to plan and specification conformance, review and testing of fiber optic installation, system integration, and fine tuning.

## **Client**

*City of New Haven*

## **Status**

*Completed 2009*

## **Highlights**

*VHB services began with design and continue through inspection to system testing and fine tuning*

*This contract involved 42 intersections and uses 2070 (lite) controllers with system specific applications firmware in each controller and Naztec Streetwise for the central system software*



## **Route 25A - Northern Boulevard**

*Great Neck, New York*



Eschbacher Engineering prepared the final design report and preliminary and final design documents for improvements to Route 25A from the Queens border to Spinney Hill Drive in Nassau County. This 1.2-mile section of Northern Boulevard is in the Town of North Hempstead.

The object of this New York State Department of Transportation (NYSDOT) resurfacing, restoration, and rehabilitation of the Northern Boulevard project was to address safety deficiencies, extend pavement life, and increase overall mobility. Specifically, the project included repairing and resurfacing the pavement, upgrading traffic signal equipment, and incorporating a center two-way left turn lane (without any roadway widening). Additionally, there were drainage improvements, sidewalk and curb repairs, as well as streetscape enhancements to improve aesthetics. The most challenging element of the design was developing a mixed day/night construction schedule to minimize impact on the bordering residents, commercial businesses, and commuters.

The project included a Public Information Center to provide a forum for the public to become better informed, ask questions, and offer comments on the planned project.

*This project was completed by Eschbacher Engineering, which became an affiliate of Vanasse Hangen Brustlin, Inc. and then joined with Freudenthal & Elkowitz Consulting Group, Inc. to become VHB Engineering, Surveying and Landscape Architecture, P.C.*

### **Client**

*New York State  
Department of  
Transportation*

### **Status**

*Completed 2003*

### **Highlights**

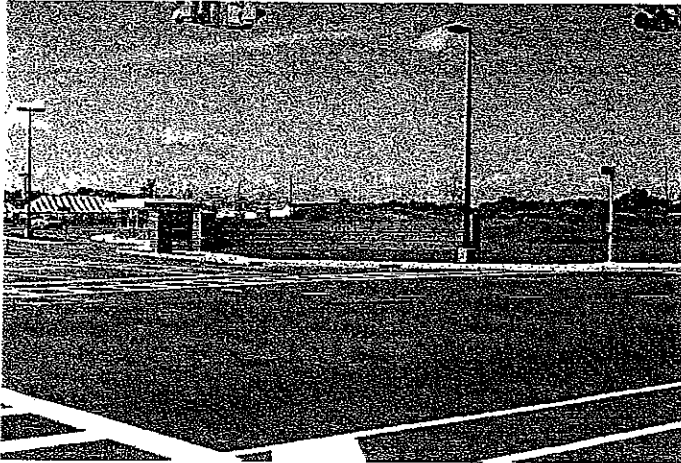
*Pavement repair, traffic  
signal upgrades, and the  
addition of a center two-  
way left turn lane*

*Developed a mixed  
day/night construction  
schedule to minimize  
impact on the  
bordering residents,  
commercial businesses,  
and commuters*



# Suffolk Community College Traffic Engineering

*Brentwood & Selden, New York*



Eschbacher Engineering provided transportation planning and traffic engineering services to Suffolk Community College at their Selden and Brentwood locations. The services included traffic analysis and traffic signal design, analysis of new campus entrances, parking facilities and roadway systems, as well as analysis of transit route services to the sites.

The projects included coordination with the Suffolk County Department of Public Works, as well as with the Towns of Islip and Brookhaven.

*This project was completed by Eschbacher Engineering, which became an affiliate of Vanasse Hangen Brustlin, Inc. and then joined with Freudenthal & Elkowitz Consulting Group, Inc. to become VHB Engineering, Surveying and Landscape Architecture, P.C.*

## **Client**

*Suffolk Community  
College*

## **Status**

*Completed 2003*

## **Highlights**

*Provided traffic analyses  
and signal design for a  
new campus entrance,  
parking facility, and  
transit route services*

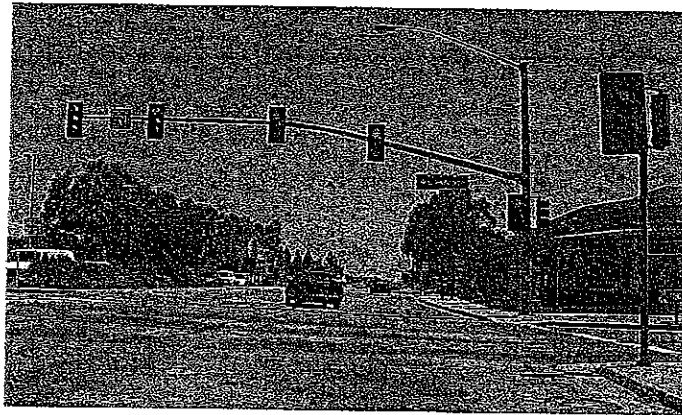
*Coordinated with  
the Suffolk County  
Department of Public  
works and the Towns of  
Islip and Brookhaven*





# Traffic Signal and Lighting Design Assistance

Washington, D.C.



## **Client**

District of Columbia  
Department of Public  
Works (DPW)

## **Status**

Completed 2001

## **Highlights**

VHB designed several  
signalization plans for  
new signals and existing  
arrangements in this  
Washington contract

Under this contract services agreement, VHB/ Vanasse Hangen Brustlin, Inc. performed multiple tasks involving preparation of traffic signal design plans for intersections, including new signal installation plans and signal reconstruction plans for existing arrangements. Throughout these traffic signal design projects, VHB used as reference the Manual on Uniform Traffic Control Devices (MUTCD), and the guidelines of the American Association of State Highway and Transportation Officials (AASHTO). Design, installation, and reconstruction projects included:

- Design of signal sequences for all traffic stage operations and for the final intersection restoration plans
- Creation of a plan for the removal of existing equipment, and a plan for the installation of new traffic signal equipment
- Construction of a model detailing the removal and reinstallation of communications cables, with accompanied network schematics
- Proposed traffic and pedestrian signal schematics
- Production of utility network drawings

VHB design plans also included the preparation of specifications and engineering cost estimates for all stages of work. These analyses were included into the local roadway reconstruction plan.



# Construction Inspection for NY Routes 25, 25A, 27, 110, and 347

*Suffolk County, New York*



VHB was selected to provide construction inspection services for the NY Route 25A, 27 and 110 Mill & Fill Project in the Towns of Brookhaven, Islip and Huntington. This \$4.5M project involves the removal of 4.9 miles of pavement on NY 25A in Brookhaven, the NY 27 Service Roads in Islip, and NY 110 in Huntington. At all locations, the milled surfaces will be replaced with a 50mm Superpave hot mix asphalt overlay. Full depth concrete base pavement repairs will be completed along with full depth asphalt pavement repairs. Additionally, new raised reflectorized plowable markers will be added in low light areas to illuminate the travel way.

The New York State Department of Transportation (NYSDOT) later awarded VHB a follow-up assignment for construction inspection for the reconstruction of NY 25 from NY 347 to west of the Nicolls Road interchange. This \$25M roadway improvement project includes widening NY 25, extensive full depth asphalt and concrete pavement repairs, additional turn lanes at select intersections, new curb, sidewalk, and drainage improvements. As part of the drainage improvements, a new recharge basin will be constructed just east of NY 347 to handle roadway run-off, and restoration of three other recharge basins will be completed along with substantial landscape development and tree planting. To keep traffic flowing smoothly, new traffic signals and vehicle loop detectors will be installed, and drainage frames and grates, manhole covers, and other utility castings in the roadway will be raised to grade to eliminate bumps and dips. The final stage of the work will include placement of a 50mm Superpave asphalt overlay to provide a smooth riding surface.

The majority of the work will be performed at night, to minimize impacts to commuters and shoppers going to the Smith Haven Mall and other retail establishments along this segment of NY 25.

## **Client**

*New York State  
Department of  
Transportation (NYSDOT)*

## **Status**

*Ongoing*

## **Highlights**

*Provided construction  
inspection services*

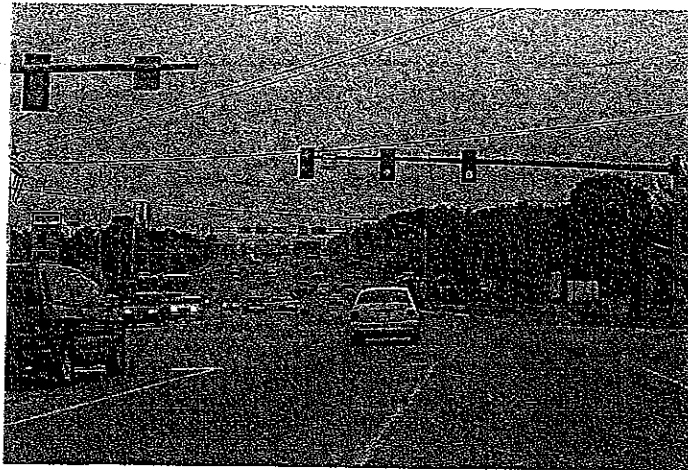
*Follow-up assignment  
included construction  
inspection of NY 25*

*This project is being  
performed by VHB  
Engineering, Surveying and  
Landscape Architecture, P.C.,  
which was formed by the  
joining of Eschbacher VHB  
Engineering, Surveying and  
Landscape Architecture, P.C.,  
and Freudenthal & Elkowitz  
Consulting Group, Inc.*



# Traffic Signal Optimization and Coordination

*Tilton, New Hampshire*



Under an on-call services contract with New Hampshire Department of Transportation (NHDOT), VHB/Vanasse Hangen Brustlin, Inc. developed, evaluated, implemented, and fine-tuned signal timing improvements for six existing intersections along the heavily traveled US3/NH11 corridor off of I-93 in Tilton.

VHB work efforts involved: field inventories; development of existing conditions traffic volume networks; traffic operational analyses using conventional and micro-simulation methods; results documentation; development of signal coordination plan sheets for use in field implementation and as-builts; field implementation and fine-tuning with NHDOT staff; and before and after travel time runs using GPS receivers.

A comparison of before and after US3/NH11 traffic operational conditions showed actual travel time and delay reductions consistent with the 10-20% Synchro/Simtraffic forecasts. These results were documented in technical memoranda to the NHDOT. Overall, the resultant decrease in delays translates into reduced fuel consumption and vehicle emissions by commuters along the corridor.

## **Client**

*New Hampshire  
Department of  
Transportation (NHDOT)*

## **Status**

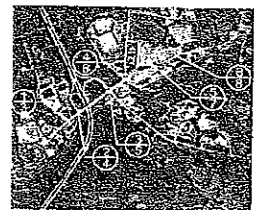
*Completed 2008*

## **Highlights**

*Developed and  
implemented optimized  
signal timings*

*Coordinated a system of  
six signals*

*Obtained 10-20% travel  
time delay reduction  
along the corridor*



## ***HIRANI RELEVANT EXPERIENCE***

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### **Term Agreement Task Assignment, West Barclay Street Traffic Study Hicksville, NY**

**OWNER:** Town of Oyster Bay, Dept. of Public Works  
Matthew Russo, PE  
516-677-5719

**COMPLETION DATE:** 2008

As part of a term agreement for civil engineering services, Hirani Engineering & Land Surveying, P.C. performed a traffic study for West Barclay Street in Hicksville between NY 106 and the Hicksville Post Office. Data collection was provided manually for parking supply and demand analysis, traffic access and traffic circulation. Manual counting was performed to determine vehicle use classification, direction of traffic volume, pedestrian movements and vehicle occupancy rates. A report was prepared with recommendations to increase on street parking spaces.

### **Traffic Signal Expansion - Phase 3**

Various Locations, Nassau Cty., NY

**OWNER:** Nassau County Department of Public Works  
Jeff Lindgreen  
516-571-9628

**CLIENT:** VHB Engineering, Land Surveying and Landscape Architecture, P.C.  
Scott Spittal  
631-234-3444

**COMPLETION DATE:** 2008

Hirani provided data collection for use in the design of traffic signal improvements at 34 intersections in the hamlets of Hempstead, Uniondale, Roosevelt, Freeport, S. Hempstead and Rockville Center. Data was used to develop existing conditions sheets for the intersections including all known topographic and underground features. Base mapping plans were developed through the use of as-built plans, existing GIS files, utility locations of fiber optics and conduits, and field verification of existing data.

### **Wantagh Parkway Study and Design Services, Safety Improvements Hempstead & Oyster Bay, NY**

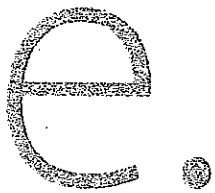
**OWNER:** NYS Dept. of Transportation - Region 10  
Maya Varughese  
631-952-6951

**CLIENT:** AECOM-DMJM Harris, Inc.  
Frank LaPlaca, PE  
212-973-3185

**CONSTRUCTION COST:** \$6,000,000

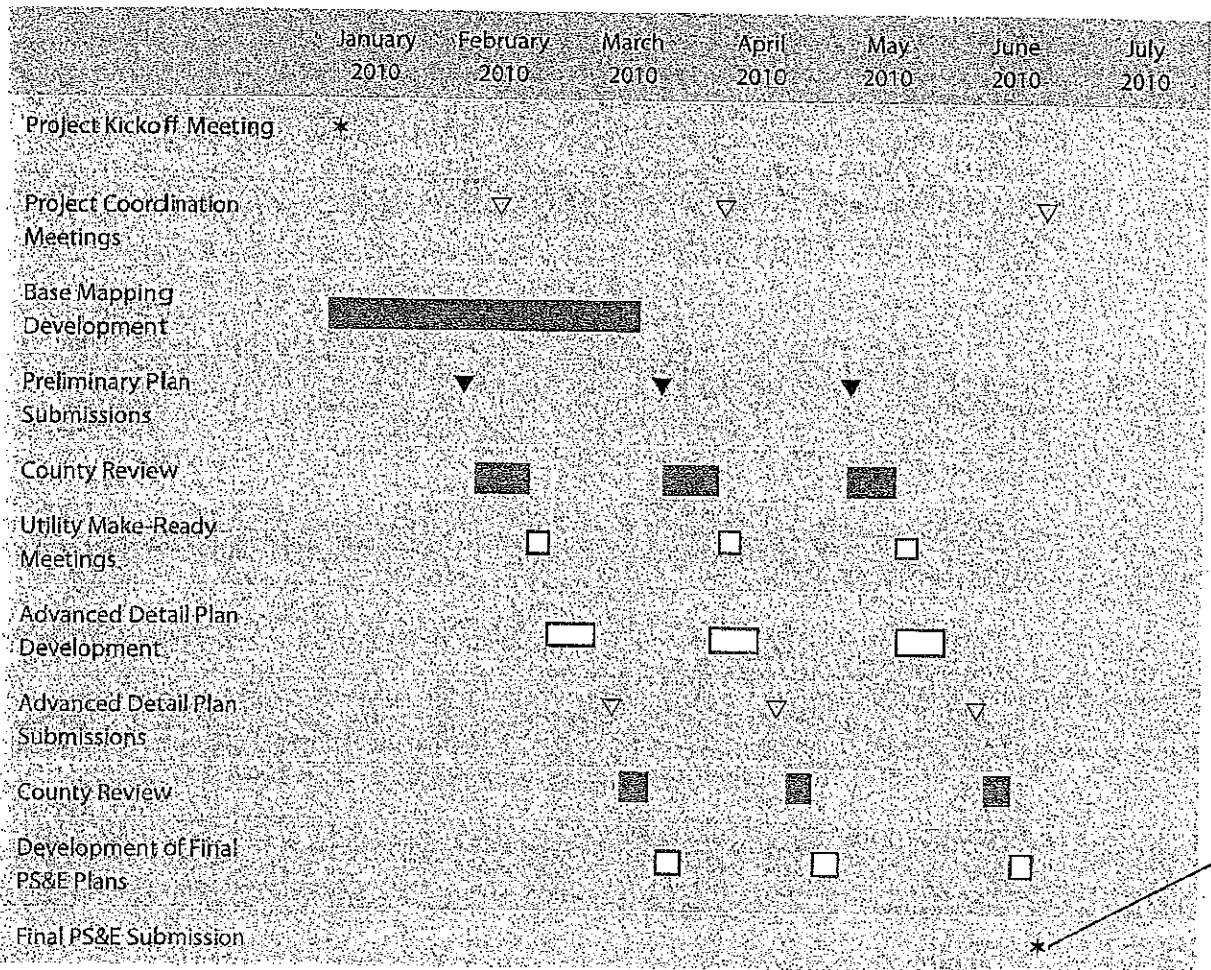
**COMPLETION DATE:** 2006

Hirani provided data collection and survey and performed analysis of data for the development of design for safety improvements on the Wantagh State Parkway from Merrick Road to the Northern state Parkway. An analysis of accident data was performed, and included the preparation of accident summary sheets, collision diagrams, accident rates, severity distributions, rate comparisons with state averages, and a summary report. Accident clusters and patterns were identified from the data and various mitigation strategies were proposed for incorporation into the design, affecting changes to existing intersections, such as acceleration and deceleration lane lengths, new traffic signage and signals, pavement striping, pavement repairs and sight distance improvements.



# Accelerated Design Schedule

VHB proposes to complete the project in less time than NCDPW requires. The schedule presented below represents a six month duration for the development of an approved PS&E submission. If the County awards the project relatively soon after receipt of the proposal, this represents an accelerated schedule.



Legend:

\*Critical Date; ▽Project Coordination Meeting; □VHB-Scheduled Task; [Solid Bar]County Activity; ▼Submission

Note: Early Completion Date

## Proposed Design Schedule

costs of signal installations and modifications. To account for other uncertainties, we typically apply a moderate contingency to the estimate. Our experience in estimating signal installation modification costs for towns, cities, counties, and private developers is extensive.

### Problems Encountered and Solutions Devised

Examples of challenges that can be encountered during signal design plan development that may impact the schedule and/or budget include:

- Lack of available right-of-way for signal equipment
- Unexpected changes to utilities during the design phase
- Unanticipated changes to existing roadway geometric conditions after signal design work is initiated

VHB handles all such issues as they arise. While some are beyond our control, others can be resolved quickly, and the project schedule can be back on track in a very short time. For example, VHB is ready to extend the extra effort needed to facilitate receipt of key base plan information. This could include trips to the County to obtain data and plans, tracking down utility companies to investigate recently-installed utilities at a site, or efficiently creating electronic base plans from available hard copies. In terms of schedule, while many of these problems may delay the start-up of some aspects of the design process, VHB has the resources and management ability to assign additional resources to resolve such problems expeditiously and thus maintain the scheduled plan delivery date. It is not uncommon to find VHB design staff at the office during non-workdays or outside of typical work times, completing assignments to ensure that plans are delivered when promised.

Lastly, VHB makes it a practice to notify clients immediately if we foresee issues with respect to extra work items not covered by the scope of services or issues which might impact the project schedule and anticipated product delivery. This enables VHB and the County's project manager to react or respond in a timely manner.

### Availability of Key Personnel

VHB takes the time to identify the most applicable team players for each given assignment by implementing the following:

- Play to the team strengths. VHB will provide the best services possible to the County by assigning the personnel best suited to the requested task.
- Avoid over-load situations. It is best for the County if VHB ensures the availability of key personnel and supporting technician staff prior to developing and implementing a work schedule.
- Balance the work among team members. Because VHB and our subconsultant have numerous technicians and engineers with diverse backgrounds and areas of expertise, we can guarantee a balance of work among key staff, which in turn, will allow us to meet the County's goals.

## Appendix "EE"

### Article II. Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization

plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").



(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and

publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (i) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including

construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix "L."

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Robert Christman (Name)

(Address) 2150 Joshua's Path, Hauppauge, NY 11788

Number) (631) 234-3444 (Telephone

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

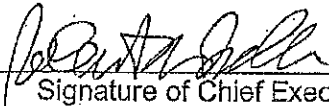
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5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

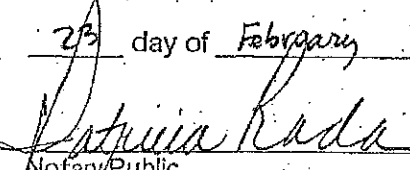
2/23/10  
Dated \_\_\_\_\_

  
Signature of Chief Executive Officer  
Robert M. Eschbacher, Principal

for Robert Christman  
Name of Chief Executive Officer

Sworn to before me this

23 day of February, 2010  
2007.

  
Notary Public

PATRICIA RADA  
Notary Public, State of New York  
No. 01RA5020878  
Qualified in Suffolk County  
Commission Expires November 20, 2013

